



Amendment No. 2
To
Contract No. NA160000069
For
Graffiti Removal Services
Between
Aleon Properties, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 6, 2020 through May 5, 2021. One option will remain.
- 2.0 The total contract amount is increased by \$103,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/06/2016 – 05/05/2019	\$309,000.00	\$309,000.00
Amendment No. 1: Option 1 – Extension 05/06/2019 – 05/05/2020	\$103,000.00	\$412,000.00
Amendment No. 2: Option 2 – Extension 05/06/2020 – 05/05/2021	\$103,000.00	\$515,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: Charlene H. Sellers
Authorized Representative

Aleon Properties, Inc.
8760A Research Boulevard, Suite #167
Austin, Texas 78751
(512) 217-5555
info@aleonpropertiesinc.com

Sign/Date:

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
To
Contract No. NA160000069
For
Graffiti Removal Services
Between
Aleon Properties, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 6, 2019 through May 5, 2020. Two options will remain.
- 2.0 The total contract amount is increased by \$103,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/06/2016 – 05/05/2019	\$309,000.00	\$309,000.00
Amendment No. 1: Option 1 – Extension 05/06/2019 – 05/05/2020	\$103,000.00	\$412,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: Charmane H. Sellers
Authorized Representative

Aleon Properties, Inc.
8760A Research Boulevard, Suite #167
Austin, Texas 78751
(512) 217-5555
info@aleonpropertiesinc.com

Sign/Date:

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



M E M O R A N D U M

**City of Austin
Financial Services Department
Purchasing Office**

DATE: May 9, 2016
TO: Memo to File
FROM: Jonathan Dalchau, Senior Buyer Specialist
RE: MA 7500 NA160000069

The low bidder on this solicitation pulled their bid during the RCA process. The second lowest bidder was awarded the contract. This contract was uploaded on the behalf of another Buyer.



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

May 5, 2016

ALEON Properties, Inc.
Charmane H. Sellers
937 Reinli, Suite. #12
Austin, TX 78751

Dear Ms. Sellers:

The Austin City Council approved the execution of a contract with your company for Graffiti Removal Services in accordance with the referenced solicitation.

Responsible Department:	Building Services
Department Contact Person:	Mark Northcutt
Department Contact Email Address:	Mark Northcutt@austintexas.gov
Department Contact Telephone:	(512) 974-3972
Project Name:	Graffiti Removal Services
Contractor Name:	Aleon Properties, Inc.
Contract Number:	MA 7500 NA160000069
Contract Period:	5/6/2016 – 5/5/2019
Dollar Amount	\$309,000
Extension Options:	Three 12-month options / \$103,000 each
Requisition Number:	RQM 7500 - 15092900536
Solicitation Type & Number:	IFB PAX0069
Agenda Item Number:	24
Council Approval Date:	04/21/2016

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau
Senior Buyer Specialist
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
ALEON Properties, Inc. ("Contractor")
for
Graffiti Removal Services
MA 7500 NA160000069**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between ALEON Properties, Inc. having offices at 937 Reinli, Suite #12, Austin, TX 78751 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB PAX0069 - Graffiti Removal Services.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Document
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), IFB PAX0069 - Graffiti Removal Services including all documents incorporated by reference
- 1.1.3 ALEON Properties, Inc. Offer, dated 12/11/2015, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$309,000 for the initial Contract term and \$103,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

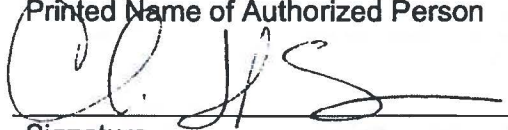
In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

ALEON PROPERTIES, INC.

CITY OF AUSTIN

Charmane H. Sellers

Printed Name of Authorized Person



Signature

President and CEO

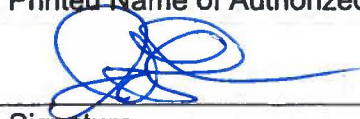
Title:

05/06/2016

Date:

JONATHAN DALCHAN

Printed Name of Authorized Person



Signature

SENIOR BUYER SPECIALIST

Title:

5/6/2016

Date:



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: IFB PAX0069

SERVICE DESCRIPTION: Graffiti Removal Services

DATE ISSUED: 11/09/2015

REQUISITION NO.: 15092900536

PRE-BID CONFERENCE TIME AND DATE: 12/02/2015, 9:30 am, local time

COMMODITY CODE: 96842

LOCATION: 411 Chicon, Austin, TX 78702

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

BID DUE PRIOR TO: 12/02/2015, 2:00 pm, local time

Sai Xoomsai Purcell
Senior Buyer Specialist
Phone: (512) 974-3058
Email: sai.xoomsai@austintexas.gov

BID OPENING TIME AND DATE: 12/02/2015, 2:15 pm, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # PAX0069	Purchasing Office-Response Enclosed for Solicitation # PAX0069
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	7
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned	2
Attachment A	RPN Graffiti Report	27
Attachment B	Equipment and Chemicals Inventory List	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: ALEON Properties, Inc. (API)

Company Address: Mailing: 8760A Research Blvd, Ste. 167 | Physical: 937 Reimli, Ste. 17

City, State, Zip: Austin, TX 78758 | Austin, TX 78751

Federal Tax ID No. [REDACTED] Re: direct Federal TIN
Not Public Viewing, Confidential Information

Printed Name of Officer or Authorized Representative: Charmaine H. Sellers

Title: President and CEO

Signature of Officer or Authorized Representative: 

Date: 12/11/2015

Email Address: info@aleonpropertiesinc.com

Phone Number: (512) 217-5555

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as

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described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

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52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN
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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted by writing to sai.xoomsai@austintexas.gov no later than eight (8) calendar days prior to the bid due date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Building Services Department

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Attn:	Accounts Payable
Address	P. O. Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

7. LIVING WAGES):

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.

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- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the City Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

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10. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Wages and salaries for Private industry workers in All industries and occupations	
Series ID: CIU2020000000000A	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: na	
Description of Series ID: Employment Cost Index	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

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Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
11. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Mark Northcutt

Mark.Northcutt@austintexas.gov

(512) 974-3972

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN
Purchase Specifications
Graffiti Removal Services

1.0 Purpose

The City of Austin (City) seeks bids from interested parties to provide graffiti removal services. It is the intention of the City that graffiti be removed from City-owned property as fast and cost effectively as possible and in the most environmentally sensitive manner available. This specification covers mandatory requirements governing the selection, surface preparation, application, repainting, inspection, and immediate response to graffiti removal.

Contractor agrees to furnish all labor, supervision, equipment, materials, safety training, and transportation necessary to provide graffiti removal services to the City. The methods of removal shall vary depending upon the type of graffiti and condition of the surface. Contractor shall determine the most effective method of graffiti removal at the prescribed location. All graffiti removal methods shall meet these specifications.

2.0 Sustainability

The City prefers Vendors who demonstrate innovative approaches to reducing their impact on the natural environment through use of alternative energy, low-emission equipment, biodegradable chemicals, or items with recycled content. Provide any details of your organization's efforts to minimize the harmful effects upon the environment as well as any economic and equitable attributes. Specifically include any actions designed to:

- Conserve natural resources including water, energy, and raw materials throughout the product lifecycle;
- Minimize environmental impacts such as water and air pollution;
- Eliminate or reduce toxics that create hazards to workers, citizens, wildlife, and the environment;
- Support up-cycling and recycling efforts as well as utilize products with high recycled content;
- Reduce environmental impacts in your organization's production and distribution systems;
- Support worker health, safety, and fair wages;
- Consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost.

Additionally, the Contractor shall conform to all specifications relating to sustainability contained in the Bid or Solicitation documents, including, but not limited to this Specification and any included Attachments or equipment required for performance of the Contract. Sections 4.1, 4.5, and 4.6 provide further guidance on which 3rd party certifications are preferred and/or required, as well as additional specifications on Approved Graffiti Removal Chemicals.

3.0 Contractor Requirements

3.1 Experience

To be considered a qualified Bidder, the Contractor shall have a minimum of three (3) years' experience with continuous operation performing graffiti removal services as described in this solicitation.

3.2 Business Requirements

Contractor shall have and operate from a full-time, permanent business address with email address, and telephone.

3.3 Before Starting Work

- 3.3.1 Unless approved by Contract Manager or designee, it shall be the responsibility of the Contractor to inspect the job sites prior to the submission of each job proposal. The

CITY OF AUSTIN
Purchase Specifications
Graffiti Removal Services

Contractor shall review the requirements for each project and provide a not to exceed job quote.

- 3.3.2 The job shall start only upon receipt of an approved Delivery Order (DO) issued by the City as a form of written Notice to Proceed (NTP). Upon receiving the DO, the Contractor shall begin the work within one (1) business day unless otherwise specified by the Contract Manager or designee at time of approval.
- 3.3.3 Contractor shall submit an invoice for all labor, in accordance with section 0600 – Bid sheet.
 - 3.3.3.1 Submission of the job proposal shall be the evidence that the Contractor is familiar with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of work, including equipment, materials, and labor required.
 - 3.3.3.2 Contractor shall be responsible for acquiring all necessary permits, licenses and fee to perform the work, of which the cost will be fully reimbursed upon submittal of the final invoice. Permits are not subject to a markup.

3.4 Normal and Emergency Hours of Service

- 3.4.1 Normal working hours are defined as Monday through Friday from 6:00 a.m. to 5:00 p.m. After hours are defined as Monday through Friday from 5:01 p.m. to 5:59 a.m., weekends and official City holidays. <http://www.austintexas.gov/department/official-city-holidays>
- 3.4.2 Contractor shall respond to a job assignment within twenty-four (24) hours of notification by authorized City employee, except for weekends or holidays, unless specifically requested City Contract Manager.
- 3.4.3 Emergency service: *Is defined as work that addresses a threat to public safety, health or real property.* Emergency service shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days a year with a maximum response time of two (2) hours and a four (4) hour on-site response time. Response shall be from the time the call is made to the time the Contractor's mechanic signs in at the work site. For emergency services, a written estimate of the total cost of work including the estimated time of completion will be submitted to the Contract Manager within 24 hours, and at no cost to the City.

3.5 Single Point of Contact (SPOC)

- 3.5.1 The Contractor shall provide a SPOC, who is skilled, knowledgeable, and experienced in providing the types of services listed in this specification. The SPOC shall have the authority to dispatch for emergency services and shall has full decision making authority under this contract.
- 3.5.2 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, pager and cell phone number for the SPOC.

3.6 On-Site Supervisor

- 3.6.1 The Contractor shall have an English-speaking, competent Supervisor on the work site at all times that work is in progress. The Supervisor shall be the Contractor's representative on the work and shall have the authority to act on the behalf of the

CITY OF AUSTIN
Purchase Specifications
Graffiti Removal Services

Contractor. All communications given to the Supervisor shall be as binding as if given to Contractor.

3.7 Labor

- 3.7.1 Contractor shall be responsible for assuring the safety of his employees, City employees, and the general public during performance of all services under this Contract.
- 3.7.2 All personnel assigned to the project shall wear a uniform, including safety equipment and company issued identification. Uniforms shall be alike and have the Contractor and employee's name clearly displayed on the front of the shirt and seasonal outerwear.
- 3.7.3 Required Safety Equipment Includes, but is not limited to, the following:
 - 3.7.3.1 Heavy Duty Neoprene or Nitrile Gloves
 - 3.7.3.2 Enclosed Chemical Resistant Goggles
 - 3.7.3.3 Enclosed Shoes
 - 3.7.3.4 Full Length Shirt and Pants
- 3.7.4 If the City notified Contractor that any worker or representative of Contractor is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker or representative from performing contractor work and may not employ such worker again without the City's prior written consent. The Contractor shall at all times maintain good discipline and order on or off the site in all matters pertaining to the work.

4.0 Contractor Requirements

- 4.1 Approved Removal Techniques:
 - 4.1.1 The Contractor shall conform to all specifications relating to sustainability contained in the Bid or Solicitation documents, including, but not limited to this Specification and any included Attachments or equipment required for performance of the Contract.
 - 4.1.2 Media blasting is defined as using abrasive products (vegetable-based, biodegradable, non-polluting) is required. Baking soda (sodium bicarbonate) can change the PH of surrounding dirt and waterways and is therefore NOT preferred, even if specifically labeled as biodegradable and non-polluting. It may be used, however, with Contract Manager's permission for additional cleaning and with dilution of excess water in run-off, and with the cleaning of all excess media from site upon job completion.
 - 4.1.3 Pressure Water Washing is suitable when using cold or warm pressurized water as appropriate from a self-contained water supply with possible addition of baking soda (sodium bicarbonate), specifically labeled as biodegradable and non-polluting, for additional cleaning and with dilution of excess water in run-off.
 - 4.1.4 Paint, Stain and Marker Removers shall be an EPA, Green Seal, or EcoLogo approved solvent applied in compliance with all OSHA working and safety regulations. A list of City preferred graffiti removal chemicals can be found in Group 1 and Group 2 of the Graffiti Remover Research and Field Test Report (see Attachment A).

CITY OF AUSTIN
Purchase Specifications
Graffiti Removal Services

- 4.1.5 Paints shall be water, Low- or No-VOC, lead-free paints applied in conformance with manufacturer's specifications and in compliance with all OSHA working and safety regulations. All paint shall be supplied by the contractor, unless agreed upon in writing by Contract Manager.
- 4.2 Areas that may require graffiti removal might include, but are not limited to exteriors (brick, wood, metal and/or concrete), areas adjacent to swimming pools, park restrooms/pool locker rooms that are without roofs, building windows and doors, light standards and/or poles, statues and monuments, metal roofs, sidewalks, athletic courts, park benches, picnic tables, barbecue pits, ornamental iron railings, fences (wood and/or steel) bleachers, playground equipment, granite, marble, limestone, cement, metal, wood, and plastic walkways, roofs, sheetrock, signs, and paintings.
- 4.3 General Requirements
 - 4.3.1 Contractor shall take proper measures to protect adjacent, adjoining or nearby property which might be injured/damaged by any process of the work in the contract. In case of damage, Contractor shall restore at his/her own expense any damaged property to a condition similar or equal to that existing before damages, to the satisfaction of the property owner.
 - 4.3.2 All wastes including solvent graffiti cleaner and wastewater from graffiti removal shall be contained, collected and disposed of in accordance with all applicable regulations. No wastes, including wastewater, shall be discharged to a storm sewer watercourse.
 - 4.3.3 Contractor shall provide any and all barricades and lights for the project or portion of the project within which operations are being conducted. All operations and stockpiles of materials and/or stored equipment shall be adequately barricaded and lighted.
 - 4.3.4 All crews shall have in their possession at job sites an updated packet containing appropriate Material Safety Data Sheets (MSDS) and shall be available for viewing by City personnel and State and Federal Agencies.
 - 4.3.5 Contractor shall be responsible for cleaning of work site and removal of material left as a result of graffiti removal services.
 - 4.3.6 No work shall be performed without the specific approval of the City Contract Manager or Contract Manager's Designee.
 - 4.3.7 All OSHA, State, City, and local laws, codes, rules, ordinances, and regulations concerning safety shall be adhered to by the Contractor.
- 4.4 Methods of Graffiti Removal – shall include, but are not limited to:
 - 4.4.1 Biodegradable soap and clean water rinse.
 - 4.4.2 Clean water pressure rinse (special care shall be taken to ensure surface areas are not damaged. Contractor shall promptly restore all surface changes to its original state. Pressure washing can be used to assist in the cleaning of varied surfaces (excluding certain wood surfaces or others that could be easily damaged).
 - 4.4.3 Abrasive blasting shall be used only with prior approval of the City Contract Manager.

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Graffiti Removal Services

- 4.4.4 Areas and surfaces that have been coated with Ameron Amershield or Contract Manager approved equal shall be cleaned with Ameron Amerase or Contract Manager approved equal. If areas or structures that have been coated with a protective aliphatic polyurethane product are in need of graffiti removal, they shall be cleaned with a product that will ensure that manufacturer's warranty on protective coating is not affected.
- 4.4.5 Wood surfaces shall be cleaned under pressure, but not before the City Contract Manager has specifically approved the method. Wood surfaces cleaned down to natural wood grain shall be repainted and re-varnished, if necessary, and thoroughly treated with a non-toxic wood sealant that has an quick drying time.
- 4.4.6 Dry blasting will be allowed under the guidelines of the City, State and Federal agencies governing the application, but shall not be applied in areas that are populated, creating hazards to the general public, City employees and others. Biodegradable dry blasting medium with water shall be used. Dry blasting shall be allowed only with specific approval of the City Contract Manager.
- 4.4.7 Water required for contracted services shall be the responsibility of the Contractor in the event a job site does not have access to an adequate supply of water. Although some sites may have access to water, it shall be the responsibility of the Contractor to confirm the availability of water and to supply water if it is not readily available at the job site at no additional charge to the City.
- 4.4.8 Color matching of painted areas, use of best practices, and squaring area of removed graffiti shall be used to ensure uniform appearance and avoid damage of base material.
- 4.4.9 Prior approval shall be obtained by Contractor from the City Contract Manager before making any methodology, chemical, or production changes.
- 4.5 Approved Graffiti Removal Chemicals
 - 4.5.1 Group 1 and Group 2 Tested Chemicals (see Attachment A - RPN - Graffiti Report, page 15)
 - 4.5.1.1 Enviro-solutions Paint Stripper and Graffiti Remover
 - 4.5.1.2 Magic Jell Graffiti Remover
 - 4.5.1.3 SOY-solv Graffiti Remover
 - 4.5.1.4 BG-Clean 617
 - 4.5.1.5 Lift It
 - 4.5.1.6 Mineral Spirits
 - 4.5.1.7 Taginator
 - 4.5.2 Contractor shall submit in writing to the City Contract Manager for approval of any other chemicals not listed above. City Contract Manager will provide final approval of request. At minimum, the product shall be:
 - 4.5.2.1 Certified by Green Seal, 1001 Connecticut Ave., NW, Suite 827, Washington DC, 20036-5525, 202/872-6400, 202/872-4324 (fax),.

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4.5.2.2 Certified by Environmental Choice EcoLogo Program, 107 Sparks St., 2nd Floor, Ottawa, Ontario, Canada K1A 0H3, www.ecologo.org.

4.5.2.3 Chemicals recognized by the U.S. Environmental Protection Agency Design for the Environment (DfE) Formulator Program, Office of Pollution Prevention and Toxics, USEPA, 1200 Pennsylvania Ave., NW, Mail Code 7406-M, Washington DC, 20460, www.epa.gov/dfe/contact.htm.

4.6 Characteristics of Chemicals Used shall be:

4.6.1 Non-Flammable

4.6.2 Non-Toxic

4.6.3 Non-Corrosive

4.6.4 pH Neutral

4.6.5 Low Odor

4.6.6 Water Neutralized

4.6.7 Biodegradable

4.7 Submittal of Invoices and Documentation

4.7.1 Invoices shall include but are not limited to the following information:

4.7.1.1 Exact Address of Work Performed.

4.7.1.2 City of Austin Work Order Number.

4.7.1.3 City of Austin Contract Number

4.7.1.4 Unique Contractor Invoice Number and Date

4.7.1.5 Beginning and Ending Dates of Services Rendered

4.7.1.6 Total Number of Square Feet Provided Each Service

4.7.1.7 Before and After Photos of Job Sites, Documenting Graffiti Removal and Repainting Services.

4.7.1.8 Invoices should not be submitted more frequently than once per week.

4.7.2 Contractor should keep all receipts of paint and chemical purchases.

4.7.3 The City reserves the right to ask for copies of all chemical and/or paint receipts and Contract agrees to supply all relevant information requested to Contract Manager, or City designees, within 5 business days.

5.0 Bid Submission Requirements

5.1 Documentation of Business Longevity including, but not limited to, resumes of owners or staff with supporting documentation of licenses, certifications, memberships, summary of corporate history, and web address, if available, for review. Documentation should also include

CITY OF AUSTIN
Purchase Specifications
Graffiti Removal Services

documentation of the length of time in business and years of experience in graffiti removal, as well as any licenses or certification and documented knowledge of graffiti removal and remediation best practices.

- 5.2 Chemical and Equipment List (see Attachment B)
- 5.3 Material Safety Data Sheets (MSDS) for all Chemicals Listed on Attachment B.

**BID SHEET
CITY OF AUSTIN
GRAFFITI REMOVAL SERVICES**

SOLICITATION NO.: IFB PAX0069

Special Instructions: Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid. The City reserves the right to make multiple awards based on categories or any other criteria deemed by the City to be most advantageous.

MINIMUM CHARGE PER SITE VISIT SHALL BE AT \$100. The Minimum Charge per Site Visit is to ensure that the Contractor will receive a minimum fee per location regardless of square footage. This is NOT a charge over and above the cost of graffiti removal.

ITEM NO.	LABOR	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	EXTENDED PRICE
Labor rate for services during normal business hours (6:00 am - 5:00 pm)				
1	GRAFFITI REMOVAL WITH CHEMICALS	3500	SQ FT	\$3,080.00
2	PRIME AND PAINT	110000	SQ FT	\$89,100.00
3	POWER WASH	1000	SQ FT	\$910.00
4	APPLY PERMANENT OR BIO-DEGRADABLE COATING	6000	SQ FT	\$7,200.00
ITEM NO.	LABOR	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	EXTENDED PRICE
Labor rate for services off hours, City holidays, and weekend				
5	GRAFFITI REMOVAL WITH CHEMICALS	1150	SQ FT	\$1,219.00
6	PRIME AND PAINT	150	SQ FT	\$145.50
7	POWER WASH	150	SQ FT	\$163.50
8	APPLY PERMANENT OR BIO-DEGRADABLE COATING	250	SQ FT	\$360.00
TOTAL				\$102,178.00

COMPANY NAME: ALEON Properties Inc (API)

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Charmane H. Sellers

EMAIL ADDRESS: info@aleonpropertiesinc.com

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	ALEON Properties, Inc. (API)	
Physical Address	937 Reinli, Sk. 12, Austin, TX 78751	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address	N/A	
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="radio"/> Yes	<input type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address	N/A	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in solicitation

Responding Company Name ALEON Properties, Inc. (API)

1. Company's Name City of Austin
Name and Title of Contact Mark Northcutt, Project Manager
Present Address City of Austin
City, State, Zip Code 301 W. Second St., Austin, TX 78701
Telephone Number (512) 974-3972 Fax Number (512) 974-3961
Email Address mark.northcutt@austintexas.gov

2. Company's Name J.E. Dunn Construction
Name and Title of Contact Joe Cisper, Vice President
Present Address 1001 Locust Street
City, State, Zip Code Kansas City, MO 64106
Telephone Number (816) 474-8600 Fax Number (816) 391-2510
Email Address Private

3. Company's Name Bartlett Cocke General Contractors
Name and Title of Contact Kirk Kistner, Vice President
Present Address 8706 Lockway
City, State, Zip Code San Antonio, TX 78217
Telephone Number (210) 655-1031 Fax Number (210) 655-1327
Email Address Private

LEFT BLANK INTENTIONALLY

NO ADDITIONAL REFERENCES

**City of Austin, Texas
Section 0800
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B)
- (1) Not to engage in any discriminatory employment practice defined in this chapter.
 - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
 - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
 - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
 - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
 - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
 - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

**CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Section 0815: Living Wages Contractor Certification

Company Name ALEON Properties, Inc. (API)

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title
John Rocha	Project Manager
Adrian Rocha	Site Technician Coord.
Clarence J. Guidry, Jr.	Technician
Lawrence Lloyd	Technician

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

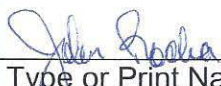
A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

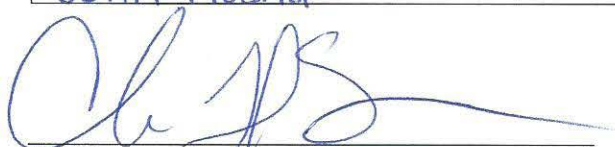
**CITY OF AUSTIN, TEXAS
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number <u>IFB PAX0069</u>	Description of Services: Insert Description <u>Graffiti Removal Services</u>
Contractor Name: Insert Contractor's Name <u>ALEON Properties, Inc. (API)</u>	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.03 per hour.

Employee's Title: Insert Employee's Title <u>Project Manager</u>	
Signature of Employee 	Date <u>12/11/2015</u>
Type or Print Name Insert Employee's Name <u>John Rocha</u>	


(Witness Signature)


Charmane H. Sellers
(Printed Name)

**CITY OF AUSTIN, TEXAS
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number <u>IFB PAX0069</u>	Description of Services: Insert Description <u>Graffiti Removal Services</u>
Contractor Name: Insert Contractor's Name <u>ALEON Properties, Inc. (APE)</u>	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.03 per hour.

Employee's Title: Insert Employee's Title <u>Technician</u>	
Signature of Employee 	Date <u>12/11/2015</u>
Type or Print Name Insert Employee's Name <u>Lawrence Lloyd</u>	


(Witness Signature)

Charmane H. Sellers
(Printed Name)


**CITY OF AUSTIN, TEXAS
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number <u>I F B PAX0069</u>	Description of Services: Insert Description <u>Graffiti Removal Services</u>
Contractor Name: Insert Contractor's Name <u>ALEON Properties, Inc. (API)</u>	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.03 per hour.

Employee's Title: Insert Employee's Title <u>Technician</u>	
Signature of Employee <u>Clarence J. Guidry Jr.</u>	Date <u>12/11/2015</u>
Type or Print Name Insert Employee's Name <u>Clarence J. Guidry Jr.</u>	


(Witness Signature)

Charmane H. Sellers
(Printed Name)

**CITY OF AUSTIN, TEXAS
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number <u>IFB PAX0069</u>	Description of Services: Insert Description <u>Graffiti Removal Services</u>
Contractor Name: Insert Contractor's Name <u>ALEON Properties, Inc. (API)</u>	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.03 per hour.

Employee's Title: Insert Employee's Title <u>Site Technician Coordinator</u>	
Signature of Employee <u>Adrian Rocha</u>	Date <u>12/11/2015</u>
Type or Print Name Insert Employee's Name <u>Adrian Rocha</u>	


(Witness Signature)
Charmane H. Sellers
(Printed Name)

Section 0835: Non-Resident Bidder Provisions

Company Name ALEON Properties, Inc. (API)

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a Resident Bidder or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- ~~B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?~~

~~Answer: _____ Which State: _____~~

- ~~C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?~~

~~Answer: _____~~

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: PAX0069

PROJECT NAME: Graffiti Removal Services

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No

☒

If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

Yes

☐

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

ALEON Properties, Inc. (API)

Company Name

Charmane H. Sellers, President and CEO

Name and Title of Authorized Representative (Print or Type)

Signature

Date

12/11/2015

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:	PAX0069
PROJECT NAME:	Graffiti Removal Services

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	ALEON Properties, Inc. (API)		
Address	Mailing: 8760A Research Blvd, Ste. 167 Physical: 937 Reinli, Ste. 12		
City, State Zip	Austin, TX 78758 Austin, TX 78751		
Phone Number	(512) 217-5555	Fax Number	(512) 233-1716
Name of Contact Person	Charmaine H. Sellers		
Is Company City certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Charmaine H. Sellers, President and CEO
Name and Title of Authorized Representative (Print or Type)

[Signature]
Signature

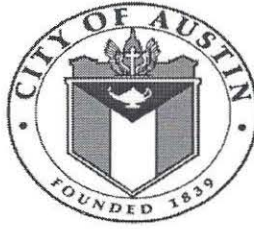
12/11/2015
Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB PAX0069

Addendum No: 1

Date of Addendum: 11/12/2015

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Extension:**

BID DUE PRIOR TO: is hereby extended until 12/09/2015, 2:00 pm, local time.

BID OPENING TIME AND DATE: is hereby extended until 12/09/2015, 2:15 pm, local time

II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY:

Handwritten signature of Sai Xoomsai Purcell in blue ink.

11/12/2015

Sai Xoomsai Purcell, Senior Buyer Specialist
Purchasing Office, 512-974-3058

ACKNOWLEDGED BY:

Charmane H. Sellers

Name

Handwritten signature in blue ink, likely of Charmane H. Sellers.

Authorized Signature

12/11/2015

Date

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**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB PAX0069

Addendum No: 2

Date of Addendum: 11/30/2015

This addendum is to incorporate the following changes, questions, and answers to the above referenced solicitation:

- (1) (Q) If there are technical difficulties with viewing the bid opening, how will the responders to the bid be notified of that information?

(A) **BID OPENING TIME AND DATE:** is extended until 12/09/2015, 2:15 pm, local time.

Vendors can attend live bid opening online. For information on how to attend the Bid Opening online, please select this link:
<http://www.austintexas.gov/departments/bid-opening-webinars>
- (2) (Q) Can responders be present/in-person when the bids are opened and read? If so, where?

(A) Yes. Location: Municipal Building, 124 W 8th Street Rm 308, Austin, TX 78701
- (3) (Q) Regarding submitting 1 original and 1 electronic proposal/bid response, what is the email address that must be sent to?

(A) The electronic version must be submitted with bid on flash drive in PDF format.
- (4) (Q) If known Subcontractors will be used, can we mark N/A in that section?

(A) If the vendor plans to subcontract any work, the vendor must contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service.
- (5) (Q) If any company submitting a proposal had/has a contract with the City of Austin, can we list that contact as a reference, or should they list another to remove any perception of conflict of interest?

(A) The Vendor can list the City of Austin.
- (6) (Q) What is the format that is expected, preferred, or required by the City to describe the demonstration of the Sustainability efforts? (i.e. Word document 150 or less, a form that the City prefers be filled out, etc.)?

(A) The vendor to complete Attachment B.

- (8) (Q) Regarding 3.4.1. Regular hours, if work after 5:01pm or is requested or required for the weekend, then what is the process to submit that to the City and what is the approval process from the City (i.e. submit a DO approved for the after-hours and/or weekend work?)
- (A) Work request will only be sent out M-F during regular working hours.
- (9) (Q) Regarding 3.7.2. – Will the Contractors company information need to show on the Safety Vest?
- (A) No.
- (10) (Q) Workforce Security and Identification (ID) – Please clarify, that is a request for work is called in and the DO is submitted to the City SPOC and provides approval to proceed, that in addition the Contractor must submit a list to receive ID's for the workers who will be performing work on-site? Will the Contractor be provided with a list of the city locations for work/services that will require a security ID badge? Will the SPOC inform the contract when a specific work order requires ID so that the Contractor is afforded the time to comply with the 30 day and 7 day notices and list of worker's names, respectively?
- (A) Clarification of Section 0400, item 11, the City requesting Contractor to provide list of all persons requiring access to the any City buildings as the exact location of work cannot be determined at this time.
- (11) (Q) Has the City already performed "field tests" on the approved product list or that the responsibility of the prospective contractor or the contractor once they are awarded?
- (A) The approved list was provided by the Sustainability Office.
- (12) (Q) What is the timeframe from the date of December 8, 2015 before 2:00pm (CST) and the decision making process to choose and award a Contractor? (i.e. 7-10 business days)
- (A) Between 2 – 4 weeks.
- (13) (Q) Section 0600, are materials included on the per square feet of services?
- (A) Yes
- (14) (Q) Will the Contractor be invoicing the City on per job visit?
- (A) Correct. Scope of Work, Section 3.3
- (15) (Q) Will multiple mobilizations be required on a constant basis?
- (A) This is an as needed contract. The City cannot guarantee any amount of work at any time.
- (16) (Q) If the vendor want to provide nanotechnology-based protective coatings, would the vendor be able to offered non-sacrificial anti-graffiti coating as an alternative to the ones listed on the solicitation documents (I can provide the MSDS for your reference).
- (A) The City rarely do coatings since most surfaces need to breath, but vendor can submit for review with bid
- (17) (Q) ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Sai Xoom

11/30/2015

Sai Xoomsai Purcell, Senior Buyer Specialist
Purchasing Office, 512-974-3058

ACKNOWLEDGED BY:

Charmane H. Sellers

Name

[Signature]

Authorized Signature

12/11/2015

Date

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**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB PAX0069

Addendum No: 3

Date of Addendum: 12/03/2015

This addendum is to incorporate the following changes, questions, and answers to the above referenced solicitation:

(1) **Extension:**

BID DUE PRIOR TO: is hereby extended until 12/16/2015, 2:00 pm, local time.

BID OPENING TIME AND DATE: is hereby extended until 12/16/2015, 2:15 pm, local time

(2) **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY:

12/03/2015

Sai Xoomsai Purcell, Senior Buyer Specialist
Purchasing Office, 512-974-3058

ACKNOWLEDGED BY:

Charmaine H. Sellers
Name

Authorized Signature

12/11/2015
Date

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Graffiti Remover Research and Field Test Report: The Search for Safer Products

Stacey Stack
October 2003



*The Center for a New American Dream in cooperation
with the City of Portland Office of Sustainable Development*



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City of San José, California
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Multnomah County, Oregon
The Center for a New American Dream
The Zero Waste Alliance
The City of Portland, Oregon Graffiti Task Force Members
The various companies that provided complementary samples of their products

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Introduction

“Environmentally Preferable”

means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

—Federal Executive Order 13101, “Greening the Government Through Waste Prevention, Recycling, and Federal Acquisitions,” signed on September 14, 1998 by President Clinton

In May 2002 the City of Portland and Multnomah County, Oregon launched their Sustainable Procurement Strategy to explore safer, economical, more environmentally preferable products (EPP) in a variety of commodity areas. Subsequently, the City of Portland Office of Sustainable Development (OSD) partnered with the Center for a New American Dream (CNAD) to provide an intern to assist with product research.

As part of the sustainable procurement effort, a city and county employee task force examining cleaning and coating products realized that they had little information on the current use of graffiti removal products and potential alternatives. As graffiti remover products are typically strong solvents, the task force viewed it as a product area that poses significant employee and ecological risk. They were also concerned about volunteer community groups that may be using hazardous graffiti remover products without seeking proper information and training.

Unlike mainstream janitorial products, graffiti removers have traditionally received little attention when it comes to exploring “greener” alternatives; consequently, there was a minimal amount of existing material on the subject for the task force to draw upon. In the absence of existing information, the City OSD and CNAD decided to conduct their own review.

To facilitate the product analysis, CNAD and the City OSD established the following framework. First, CNAD inventoried the graffiti remover products and methods currently used by City bureaus and contractors and collected the products’ material safety data sheets (MSDS). Second, CNAD researched potential alternative products and collected their MSDSs. Third, CNAD contracted with the Zero Waste Alliance (ZWA) to determine the employee and environmental hazards associated with the chemicals identified on the MSDSs. Fourth, based on the ZWA analysis, CNAD ranked products according to potential human and ecological hazards. Finally, CNAD field-tested those products with lower environmental and human health hazard profiles in order to evaluate product performance.

This report encompasses the results of both the product content evaluation and subsequent field tests. It presents lessons learned and resources for the reader to apply when exploring low-risk graffiti remover products. It is not intended to offer definitive conclusions on how to safely remove graffiti, but rather serve as a starting point and guide for further exploration of the best graffiti removal practices. In doing so, this report also presents a framework that may be useful when exploring alternatives for other products.

Project Process and Scope

This project was conducted in two phases: Phase 1 consisted of selecting products and evaluating their environmental and human health hazard potential; Phase 2 consisted of field-testing the less hazardous products and evaluating their performance. This report encompasses the results from both phases to formulate lessons learned and overall conclusions.

Not all of the possible graffiti remover products currently on the market were included in this case study. We believe, however, that our review represents a significant cross-section of the *types* of graffiti remover products currently available.¹

In addition, this project was limited to evaluating the performance and potential end-use hazards of the selected products. It was beyond the scope of this project to conduct a life cycle analysis of each product; thus, concerns associated with product/ingredient origin, processing, distribution, and disposal were not evaluated.

Finally, it is important to acknowledge that using solvents of any kind may not be the best option. Painting over graffiti, using a dull razor/scrapper, or pressure washing by itself may be safer, more environmentally beneficial, and therefore, more appropriate options.

Phase I: Product Content Evaluation

APPROACH

Product Selection

First, CNAD inventoried the graffiti remover products currently used by City bureaus and contractors. Second, CNAD conducted internet research and corresponded with other cities and organizations to identify potential “greener” graffiti removal products. Eventually, CNAD identified 35 products and collected their MSDSs for review (refer to **Appendix I** for the complete list).

Content Evaluation Process

To assess the potential hazards of the 35 graffiti remover products, CNAD contracted with the Zero Waste Alliance (ZWA), a non-profit organization specializing in pollution prevention strategies. ZWA administers the

Chemical Assessment and Ranking System (CARS), a system that provides a framework for assessing chemicals that are regulated, targeted by state or federal agencies, or recognized by other reputable organizations as being of concern to human health and safety or to ecological health and the global ecosystem.

CNAD and ZWA staff entered the information collected from the 35 product MSDSs into the CARS database; this included ingredient name and component percent, chemical abstract services (CAS) registry number, and other product qualities such as pH, odor, VOC content, and application method as available. Where an insufficient amount of ingredient composition was listed on the MSDS, ZWA contacted manufacturers to receive more comprehensive ingredient information.²

¹ The mention of specific company and product names does not constitute endorsement by the City of Portland, the Center for a New American Dream, or the Zero Waste Alliance.

² ZWA sought further ingredient information when “trade secret” was listed on the MSDS and/or when staff felt that the ingredients/characteristics listed on the MSDS were insufficient to evaluate the potential hazards of the product. In some cases, ZWA staff were obligated to sign a non-disclosure agreement, thus resulting in ingredient information could not be listed in this report.

Persistent Bioaccumulative Toxin (PBT) pollutants are chemicals that are toxic, persist in the environment, and bioaccumulate in food chains and thus pose risks to human health and ecosystems. The biggest concerns about PBTs are that they transfer rather easily among air, water, and land and span boundaries of programs, geography, and generations.

—U.S. Environmental
Protection Agency

Products for which ZWA could not obtain sufficient ingredient information were not evaluated further.

Once all the product information was entered into the CARS database, ZWA staff analyzed the human and ecological hazards identified for each of the products according to ingredient composition. Building upon ZWA's results, CNAD used the following data sources as screening tools to rank the products from least to most hazardous (refer to **Appendix VI** for further information on these data sources):

1. Janitorial Products Pollution Prevention Project (JP4) — human safety (end-user) screening tool
2. Indiana Relative Chemical Hazard Score (IRCHS) — ecological and workplace hazard screening tool
3. The U.S. Environmental Protection Agency (EPA) Persistent Bioaccumulative Toxin (PBT) Profiler — ecological and human health hazard screening tool
4. California Proposition 65 List of Chemicals Known to the State of California to Cause Cancer — human health hazard screening tool
5. California Proposition 65 List of Chemicals Known to the State of California to Cause Reproductive Toxicity — human health hazard screening tool

CNAD staff selected these data sources for their ease of use, general recognition/acceptance, and/or their unique ability to address a particular concern. For example, while end-user human health hazard was a priority, CNAD also wanted to be able to assess the PBT characteristics of the products; the EPA PBT Profiler served as a rough guide for this purpose.³ Using the ZWA

data and the screening results, CNAD ranked the products on a scale from 1 to 5, with Group 1 representing the most preferred, or best-in-class, products and Group 5 containing products with the most hazardous ingredients.⁴

PHASE I RESULTS

Product Ranking

The following outlines the results of the product content evaluation and the reasoning for ranking the products in their respective groups. These rankings are based on information available at the time this report was developed; as more information on these chemicals is collected over time, the screening results referenced here may become outdated. *Refer to **Appendix II** for the list of products categorized into the five groups, **Appendix III** for the products' ingredients and screening outline, and **Appendix VI** for further information on the chemical hazard lists referenced below.*

Group 1 (Best-in-Class)

The products in Group 1 contain ingredients that did not flag any concerns in the product content screening. The solvents used in these products consist of ethyl lactate, methyl soyate, and/or one or more of the dibasic ester compounds dimethyl glutarate, dimethyl adipate, and dimethyl succinate. Since CARS and other screening tools are designed to identify well-known chemical hazards, it was not clear if these ingredients had a clean profile in the screening tools because they are less hazardous or if they are newer chemicals that have not been extensively studied for hazardous characteristics. Consequently, ZWA staff contacted Mr. David DiFiore, of the

³ As graffiti remover products are often used on exterior surfaces, they can easily end up in building/street run-off that subsequently enters waterways. If the products demonstrate PBT characteristics, they pose a threat to water quality, ecosystems, and then to humans via fish consumption and/or water or sediment exposure.

⁴ CARS and screening tools used above only identify *known* chemical hazards and do not necessarily identify the synergistic effects of the hazardous ingredients; these tools simply help flag *ingredients* known to be of concern. As a result, the subsequent selection of the less hazardous products was based on the known hazards, judgments about the nature of the hazard, and how the product is used/applied.

U.S. EPA's Design for Environment program (DfE), about the hazard characteristics of these ingredients. Mr. DiFiore's reply indicated that the DfE technical group has evaluated these chemicals and given them a low concern rating compared to other solvents.⁵

Group 2

Group 2 products contain ingredients with relatively low hazards; none of the products' ingredients were flagged as PBTs, carcinogens or reproductive toxins. Yet, unlike Group 1, some of the ingredients were flagged by the Janitorial Products Pollution Prevention Project (JP4) as ingredients of concern, although none of the ingredients found in this group were given higher than a "Use with Extreme Care" by JP4. Also, the products in this group do not have any ingredients that rate above 20 on the Indiana Relative Chemical Hazard Score (IRCHS). Refer to **Appendix VI** for further information on the IRCHS and JP4 ranking systems.

Group 3

The products placed in Group 3 are similar to those in Group 2, except some of the ingredients were flagged by JP4 as "Avoid if Possible" and/or had an IRCHS above 20.

Group 4

With Group 4 the hazard level significantly increases, as we begin to see products with ingredients that are flagged as PBTs and/or reproductive toxins. We also begin to see aerosol-only products.⁶ Some of the ingredients are identified by JP4 as "Do Not Use," the most hazardous of JP4 rank-

ings. Also in this group are ingredients with an IRCHS as high as 29.

Group 5 (Most Hazardous)

Group 5 products are similar to Group 4 except they all have at least one ingredient that is flagged as a carcinogen. Also, they all have at least one ingredient with an IRCHS of 30 or higher, with the highest at 37.5.

Related Findings: Dimethyl Sulfoxide

During the chemical analysis and ranking phase, ZWA also discovered that some of the products contained dimethyl sulfoxide (DMSO), which in isolation presents a relatively low hazard, but displays other characteristics of concern. DMSO has the capability of penetrating the skin quickly and deeply without damaging the skin, while carrying other substances with it (one of its side effects includes an odd odor, similar to that of garlic, that emanates from the user's mouth shortly after use, even if contact is through the skin). Thus, it poses a unique risk in that any other chemicals in the graffiti remover, in the graffiti being removed, or the surface from which it is being removed could be quickly absorbed in the skin, thereby possibly exposing workers to unforeseen hazards.

Due to DMSO's properties, none of the products containing DMSO were selected for field tests. It is a good example of the importance of researching ingredients, as some user hazards are not obvious even with a MSDS in hand.

⁵ Excerpt from David DiFiore's March 11, 2003 email regarding certain solvents evaluated by DfE:

"The DfE program has reviewed ethyl lactate, methyl soyate, and the dibasic esters. Our review covers both environmental and human health concerns — based on data when it's available or structure-activity analogies, if not. All three of these chemicals have a more positive health and environmental profile than conventional solvents — in fact, we gave them each a low concern rating on both counts — health and eco."

⁶ By avoiding aerosols, users reduce the amount of product in the air, which reduces human inhalation exposure. Also, aerosol products almost always contain more VOCs (volatile organic compounds) than non-aerosols. (*Cleaning for Health*, INFORM, Inc. © 2002)

Phase II Product Performance

APPROACH

Field Test Product Selection

Upon completion of the product content evaluation and ranking, CNAD obtained product samples to test the effectiveness of eight of the 11 products ranked in Groups 1, 2, and 3; three of the products were not field-tested for reasons noted in **Appendix IV**. In addition, due to the large number of products ranked in Group 4, four of the Group 4 products were randomly selected and tested for comparison purposes. Otherwise, products ranked in Groups 4 and 5 were not tested due to the hazards they presented. Ultimately, CNAD field-tested 12 products; they are listed in **Appendix IV**.

Field Test Parameters

Field-testing the twelve products involved removing a variety of graffiti (spray paint, lipstick, correction fluid, markers, etc.) from several different types of painted and unpainted surfaces (cement, plastic, metal, wood, brick). CNAD used the following evaluation criteria:

- Ability to remove graffiti — complete, shadow remains, no effect.
- Affect on surface — no affect, removes or smears surface paint, corrodes surface, etc.
- Ease of use — application method, timeframe needed to remove graffiti, level of scrubbing required.

In general, the field tests attempted to apply each product to a broad cross-section of graffiti types and surfaces. Yet, in some cases products that were marketed for certain surface types were only applied to those surfaces, and testers sometimes used their discretion as to which surfaces were best suited for the products. Also, due to the random-

ness of available graffiti sites on testing days, the products were not always tested on exactly the same combinations of graffiti and surface. Thus, the field test results do not necessarily provide definitive conclusions on how *all* the products perform on *all* types of graffiti and surface combinations. Rather, the results represent the experiences of the testers and what they were able to access on testing days.

Tools Used

In most cases, on smooth, non-porous surfaces (such as metal and plastic) testers used paper or cloth towels and “gentle” scrub pads with the products.⁷ In some cases, a water rinse helped to remove excess product/graffiti, but towels also served this purpose well. For more porous surfaces (such as concrete and brick) testers used a stiff brush and/or water rinse with the products.

PHASE II RESULTS

Summary of Field Test Results

Overall, the field tests revealed that less hazardous graffiti removal products perform as well as, or better than, the more hazardous products. The following highlights the “best performers” during the field tests according to surface type. Also, refer to **Appendix V** for an outline of field test notes on all the tested products by name, and refer to **Appendix VIII** for pictures of some of the field test results.

- On *unpainted and/or painted smooth, non-porous* surfaces the Enviro-Solutions™ Paint Stripper & Graffiti Remover and SOYsolv® outperformed the others; these products were less likely to disturb surfaces and presented the lowest hazard level (both products are ranked in Group 1).

- For *unpainted porous* surfaces,

Overall, the field tests revealed that less hazardous graffiti removal products perform as well as, or better than, the more hazardous products.

⁷ “Gentle” scrub pad refers to household-type “scratchless” scrub pads safe for cleaning “non-stick” dishware surfaces.

one product stood out as being very effective. Taginator® (ranked in Group 2) performed well on brick, unpainted concrete, and wood despite the lack of a pressure washer during testing (as recommended within the product instructions); with a pressure washer, the product may have performed even better. The only observed drawback to the product was its very strong smell.

- For *painted porous* surfaces, CNAD did not find a product that was able to completely remove the graffiti while not disturbing the surface paint. Yet, SOYsolv® and a few other lower-hazard products were successful in dulling the graffiti without affecting the surface too much, making painting over the graffiti more effective.

As for application tools, testers found that using a “scratchless” scrub

pad could make a significant difference in product effectiveness on smooth surfaces. For example, using just a paper or cloth towel with many of the products, whether in Group 1, 2, or 3, was sometimes insufficient; but in many such cases, using a scrub pad made removing the graffiti easier and more effective. For rough or porous surfaces, a stiff brush was useful, but not always necessary, especially when a water rinse was applied.

In general, testers also found the time period needed for effective removal varied significantly by the type of graffiti and surface. Although some of the products’ directions recommended letting the product sit for a period of time before wiping or rinsing, this was not always necessary; yet other times, a wait period eased removal.

Table 1: Field Tests’ “Best Performers” Summary

Surface	Product(s) with Best Field Test Results	Hazard Ranking*	Application Tools Often Used	Other Comments
Smooth, non-porous, painted or unpainted	Enviro-Solutions™ Paint Stripper & Graffiti Remover	Group 1	Towels (paper or cloth), “scratchless” scrub pad	Wait time after application varied depending on surface and age of graffiti (3 min. average wait time during field tests). Sometimes no wait time was required. On really old or large graffiti sometimes it was often better to just paint over the graffiti.
	SOYsolv®	Group 1		
Porous, unpainted (i.e. brick, concrete)	Taginator®	Group 2	Water rinse, stiff brush (pressure washer not used but recommended)	Wait time after application varied depending on surface and age of graffiti. Average wait time during field tests: 15 minutes. Product has a strong smell — recommend using only in well-ventilated areas.
Porous, painted (i.e. painted concrete)	No product was completely successful at removing graffiti without also smearing the surface paint - although, some products like SOYsolv® dulled the graffiti without disturbing the surface paint too much, which may make painting over the graffiti easier.			

*Based on CNAD/ZWA analysis — refer to “Phase 1 Results.” Group 1 represents the least hazardous, Group 5 the most.

A Note on Safety

This report reveals there are safer, effective graffiti remover products on the market, yet we should emphasize that these characteristics are all relative; no matter what the product, graffiti removers are solvents that are meant to remove paint, and thus warrant user caution. It is important to follow use, personal protection, storage, and disposal guidelines according to the product MSDS. For most products, person-

al safety gear involves using appropriate gloves and safety goggles when working in areas with good ventilation. Otherwise, product use may also require chemical resistant clothing and an appropriate personal respirator (especially when using aerosol products). When outside, always stand upwind from where you are spraying, and do not spray in areas or during times when others could be inadvertently exposed to the liquid or vapors.

Cost Evaluation

Even if the initial costs of the traditional hazardous products are slightly less expensive than the safer graffiti removal products, they may have long-term costs that render the initial savings meaningless.

Product price varies due to a number of factors, most notably, by purchase volume and the availability of local distributors. However, the product price inevitably influences product choices, so to facilitate a *rough* price comparison between the safer and conventional products in this report, CNAD investigated their non-bulk suggested retail prices.

Overall, we did not find that the products in Group 1 or 2 were more expensive than their conventional counterparts. In general, their prices ranged in the middle, with some conventional products being less or more expensive. Given this, it is likely that the overall *cost* of switching to safer graffiti remover products will not increase current expenses, in fact, it may decrease. With safer products, additional savings may be realized in other related areas such as:

- Reducing personal protective gear expenses
- Reducing/eliminating hazardous waste costs associated with graffiti removal products
- Eliminating costs associated with aerosol can disposal

- Reducing/eliminating costs associated with replacing surfaces damaged by graffiti removal products

- Reducing the risk of workers compensation claims and sick days

It is important to note that this cost evaluation is merely speculative. A full cost comparison would have taken into account the product price, the above associated costs, and tracking the amount of product required to remove a specific area of graffiti. Such a comprehensive cost analysis was beyond the scope of this project due to limited resources. Yet, we chose to include this cost evaluation section to facilitate a brief discussion on the price versus cost of using these products.

Consequently, with so many factors affecting the total cost of using any of these products, it seems reasonable to shift product selection criteria towards product performance and hazard level. *Even if the initial costs of the traditional hazardous products are slightly less expensive, they may have long-term costs that render the initial savings meaningless.*

Conclusion

This case study demonstrates that the inherent hazard of graffiti removal products varies considerably. However, *the effectiveness of the product is not related to the inherent hazard. Many of the less hazardous graffiti removal products perform as well as, or better than, the more hazardous products.* The following section reviews some of the related findings and possible next steps.

RELATED FINDINGS

Application Tools

One key lesson learned is that the application tool used can make a big difference in product effectiveness. During the field tests, “scratchless” scrub pads were used very effectively in cases where graffiti did not come off easily with just a towel (paper or cloth). For more porous surfaces, utilizing a water rinse (or even better yet a pressure washer) can also improve graffiti removal.

Time Management

Another lesson learned involves being creative with time management. Since some of the products were more effective if allowed to sit for a few minutes, being able to maintain productivity involved changing removal approach. For example, when approaching several areas of graffiti in one block, it was more effective to apply the remover product to all the graffiti first, and then go back to the first area applied to start wiping/scrubbing/rinsing off the graffiti; this process gave the product time to sit while working on other areas.

Deceptive Marketing

During the product selection phase of this project, it was also interesting to learn how many products are marketed using words such as “earth-friendly,” “biodegradable,” “non-toxic,” etc., and how misleading many of the claims were. In addition to potentially violating Federal Trade Commission regulations, this demonstrates the importance of investigating product ingredients instead of relying on marketing claims. **Appendix VII** lists some resources, both online tools and organization contacts, that are useful when trying to look beyond marketing declarations.

AREAS FOR FURTHER INVESTIGATION

As mentioned throughout this report, there are many areas of graffiti removal this case study did not address.

1. This report only serves as a snapshot of the many types of solvent-based graffiti removal products that are currently on the market. Yet hopefully, this report gives the reader enough insight to feel comfortable trying different products, to know what questions to ask, and to know where to find answers. In particular, **Appendix III** lists the ingredients found on MSDSs

for the products reviewed in this report and identifies some of the associated hazards; similar ingredients are likely found in other graffiti remover products. Thus, **Appendix III** can be used to help identify hazards in other graffiti remover products not reviewed in this report. Also, **Appendix VII** lists resources the reader can use for their own evaluation of product ingredients.

2. As mentioned in the scope, this project did not attempt a life-cycle analysis of these products; nor did CNAD extensively evaluate the VOC (volatile organic compound) content of these products (which can attribute to ground-level ozone). There are also non-regulated chemicals, which are not required to be listed on a product’s MSDS, that may still pose some hazard; some of these ingredients may have been overlooked because of our initial emphasis on using MSDSs. To this end, more research is needed.

3. Third, this report did not address other (non-solvent) types of graffiti removal and prevention. Besides painting over graffiti, there are other methods such as coating products that, when applied to buildings/structures, are designed to make graffiti removal easier. Also, there are numerous prevention techniques such as planting vegetation, improving lighting, maintaining the appearance of buildings, and creating community murals that can reduce the need for graffiti removal.

All the above are examples of areas for further discussion. Even within the scope of this project, as more research is compiled on the effects of various chemicals, the product content evaluation section of this report may soon become outdated. Thus, to reiterate previous statements, this report provides a groundwork for graffiti product research, important initial findings, and a stimulus for discussion — but should not be taken as a definitive set of conclusions.

For more information on how FTC regulations apply to “green” marketing claims, go to www.ftc.gov and search for “environmental marketing guide.”

BEYOND GRAFFITI REMOVAL PRODUCTS

While this project focused on graffiti removal products, many of the lessons learned can apply to other product areas. As with any “new technology,” incorporating new products into established work habits often requires employee training to account for different product application tools or approach — as demonstrated by the “scratchless” scrub pads and time management issues in this project. Thus, while switching to a new product may seem as simple as just directly substituting one for the other, product effectiveness can easily be compromised by a failure to look at how products are applied.

Furthermore, the framework used in this case study is applicable to other commodity areas; this framework consists of the following steps:

1. Inventory current product use
2. Determine priorities/product evaluation criteria
3. Identify alternatives
4. Research product characteristics/contents according to established criteria
5. Rank products according to findings and evaluation criteria
6. Field test a range of products
7. Develop conclusions and recommendations

As the above framework is flexible to the specifics of the commodity area, it serves as a useful tool when faced with the challenge of evaluating products according to emerging human safety, environmental, and/or performance concerns.

CLOSING COMMENTS

This project grew out of the City of Portland and Multnomah County’s concerns regarding the human safety and environmental impacts of graffiti remover products. The amount of work involved, in terms of product research and performance tests, took the project beyond what most organizations (or individuals) have time for, especially as more workplaces are stretched to do more with fewer resources. Yet, we often use extremely hazardous materials on a daily basis. As the hazards and impacts of the hundreds of thousands of chemicals in the market are further researched and understood, we as consumers benefit by choosing the best products to ensure our safety and environmental integrity. Through this case study we learned some valuable lessons and tested a framework that will be useful towards this goal.

While we hope this report will serve as a resource for the reader, we also hope it highlights the need for comprehensive national safety standards. Expecting consumers to conduct the type of analysis contained in this report is not practical. Rather, all product ingredients should be evaluated for human and ecological impacts *prior* to consumer use. Furthermore, these standards would need to be developed in an open, consensus-based process with active involvement by environmental organizations, the scientific community, and industry representatives. Without such national standards, consumers will continue to unwittingly place a toxic burden upon themselves and future generations. As this report demonstrates, this burden is significant, but can be easily reduced or avoided.

APPENDIX I: PHASE I — PRODUCTS REVIEWED

Product Trade Name	Manufacturer listed on MSDS
Aero-Strip Aerosol	Certified Labs, Division of NCH Corp.
Amnesty™ Jelled Graffiti Remover	W.W. Grainger Inc.
BG-Clean™ 617	BioGenesis Enterprises, Inc.
Bio T Graffiti Buster	BioChem Systems, Inc.
Chemstrip™ Aerosol	Chemsearch Division of NCH Corp.
D-Vandal™	Dynacco, Inc.
Enviro-Solutions™ Paint Stripper & Graffiti Remover #73	Enviro-Solutions™ Ltd.
Goof Off™ Graffiti Remover	Valspar Corporation
Graffiti Towels #1447	Interstate Products, Inc.
Graffiti-X	Champion Chemical Company
Hydroplus™ 504 Graffiti Remover	ICI Paints, Devco Coatings
Lift-Away™ Graffiti Remover (aka Peel Away Graffiti Free)	Dumond Chemicals, Inc.
Lift-Away™ Graffiti Towels	Dumond Chemicals, Inc.
Lift>It Cleaner	TAP Plastics
Mineral Spirits	(general commodity — no specific manufacturer)
Mötsenböcker's Lift Off® #3	Mötsenböcker's Lift Off®
Mötsenböcker's Lift Off® #4	Mötsenböcker's Lift Off®
Mötsenböcker's Lift Off® #5	Mötsenböcker's Lift Off®
Magic Jell Graffiti Remover (aka GR-GR Graffiti Magic)	Interstate Products, Inc.
Misty® Vandalism Mark Remover	Chase Products Company
PGR®	State Chemical Manufacturing Company
RemovAll™ 310 (Spray Grade)	Napier Environmental Technologies Inc.
RemovAll™ 400 (Liquid Grade)	Napier Environmental Technologies Inc.
SoyPower™ Graffiti Remover (aka SoyClean®)	Interwest L.C. (& Soy Environmental Products, Inc.)
SOYsolv® Graffiti Remover	SOYsolv®
Superco Graffiti Buster	Superco Specialty Products, CNS Industries
Tagaway®	Equipment Trade Service Company, Inc. (ETS)
Taginator®	Equipment Trade Service Company, Inc. (ETS)
United 126	United Laboratories
United 526	United Laboratories
United 826	United Laboratories
Vandal Ender™	State Chemical Manufacturing Company
110 VMR Jelled Vandalism Mark Remover	Rochester Midland Corporation
Zep Erase®	Zep Manufacturing Company
Zep® Write Away	Zep Manufacturing Company

NOTE: This list was not intended to be exhaustive, but serve as a cross-section of the types of graffiti remover products currently available. Also, product names and manufacturers are listed only for reference purposes as they were marketed at the time of this study; product names, formulations, and manufacturers may change over time. The mention of specific company and product names does not constitute endorsement by the City of Portland, the Center for a New American Dream, or the Zero Waste Alliance.

Group 1 (Best-in-Class)

- Enviro-Solutions™ Paint Stripper & Graffiti Remover #73
- Magic Jell Graffiti Remover
- SOYsolv® Graffiti Remover

Group 2

- BG-Clean™ 617
- Lift>It
- Mineral spirits
- Taginator®

Group 3

- Mötsenböcker's Lift Off® #3
- Mötsenböcker's Lift Off® #4
- Mötsenböcker's Lift Off® #5
- Tagaway®

Group 4

- Amnesty™ Jelled Graffiti Remover*
- Bio T Graffiti Buster II*
- D-Vandal™ *
- Goof Off®*
- Graffiti Towels #1447
- Graffiti-X
- Hydroplus™ 504
- Lift-Away™ Graffiti Remover*
- Lift-Away™ Graffiti Towels
- RemovAll™ 310
- RemovAll™ 400
- Superco Graffiti Buster*
- United 126*
- United 526
- United 826
- Vandal Ender™
- 110 VMR, Jelled Vandalism Mark Remover
- Zep® Write Away*

Group 5 (Most Hazardous)

- Aero-Strip Aerosol*
- Chemstrip™ Aerosol*
- Misty® Vandalism Mark Remover*
- PGR® *
- Zep Erase®*

NOTE: SoyPower™ was not ranked due to the unavailability of sufficient ingredient information.

*To the best of our knowledge, these products are available *only* as an aerosol. Aerosols release a higher level of product into the air than non-aerosols, which increases human inhalation exposure. Also, aerosol products almost always contain more VOCs (volatile organic compounds) than non-aerosols. (*Cleaning for Health*, INFORM, Inc. © 2002)

APPENDIX III: PHASE I — CNAD PRODUCT INGREDIENT SCREENING DETAILS

Hazard Ranking	Product	CAS	Ingredient Name ⁸	JP4	IRCHS	PBT ⁹	Carcinogen ¹⁰	Reproductive Toxin ¹¹
Group 1	Enviro-Solutions™ Paint Stripper & Graffiti Remover	1119-40-0	Dimethyl glutarate					
		627-93-0	Dimethyl adipate					
		108-65-0	Dimethyl succinate					
			Alcohol alkoxylates					
Group 1	Magic Jell Graffiti Remover	1119-40-0	Dimethyl glutrate					
		627-93-0	Dimethyl adipate					
		106-65-0	Dimethyl succinate					
Group 1	SOYsolv® Graffiti Remover	97-64-3	Ethyl Lactate					
		67784-80-9	Methyl Soyate					
Group 2	BG-Clean™ 617	67-63-0	Isopropyl alcohol	Use Extreme Care	14.2			
			Trade secret					
Group 2	Lift>It	34590-94-8	Dipropylene Glycol Monomethyl Ether	Use Routine Care	13.4			
Group 2	Mineral spirits1	8030-30-6	Naphtha	Use Routine Care	12.8			
	Mineral spirits2	8032-32-4	Benzine					
	Mineral spirits3	8052-41-3	Stoddard Solvent		11.6			
	Mineral spirits4	64742-47-8	Distillate Fuel Oils, Light					
	Mineral spirits5	64741-41-9	Atmospheric Gas Oil (Petroleum)					
	Mineral spirits6	64742-48-9	Hydrotreated Heavy Naphtha (Petroleum)					
	Mineral spirits7	64742-88-7	Solvent Naphtha, medium aliphatic	Use Routine Care	16.6			
	Mineral spirits8	64742-89-8	Solvent Naphtha, light aliphatic					
Group 2	Taginator®	108-65-6	Propylene Glycol Ether Ester		10.7			
		1310-58-3	Potassium hydroxide	Use Extreme Care	19.2			
Group 3	Mötsenböcker's Lift Off®#3	67-64-1	Acetone	Avoid if Possible	15.9			
			Trade secret					
Group 3	Mötsenböcker's Lift Off®#4	67-64-1	Acetone	Avoid if Possible	15.9			
			Trade secret					
Group 3	Mötsenböcker's Lift Off®#5	67-64-1	Acetone	Avoid if Possible	15.9			
			Trade secret					
Group 3	Tagaway®	111-76-2	Ethylene Glycol Monobutyl Ether	Avoid if Possible	20.5			
		1310-58-3	Potassium Hydroxide	Use Extreme Care	19.2			
			Trade Secret					

CATEGORY KEY

Hazard Ranking: Result from ZWA/CNAD ingredient hazard analysis
CAS: Chemical Abstract Services Registry Number
JP4: Janitorial Products Pollution Prevention Product
IRCHS: Indiana Relative Chemical Hazard Score
PBT: Persistent Bioaccumulative Toxin
Carcinogen: EPA definition: any substance that can cause or aggravate cancer
Reproductive Toxin: OSHA definition: Chemicals that affect the reproductive capabilities including chromosomal damage (mutations) and effects on fetuses (teratogenesis).

PBT KEY

P=Considered persistent by EPA PBT Profiler
P=Considered very persistent by EPA PBT Profiler
B=Considered bioaccumulative by EPA PBT Profiler
B=Considered very bioaccumulative by EPA PBT Profiler
T=Considered of moderate concern of chronic toxicity to fish by EPA PBT Profiler
T=Considered of high concern of chronic toxicity to fish by EPA PBT Profiler

⁸ ZWA sought further ingredient information when “trade secret” was listed on the MSDS and/or when staff felt that the ingredients/characteristics listed on the MSDS were insufficient to evaluate the potential hazards of the product. In some cases, ZWA staff were obligated to sign a non-disclosure agreement, thus the resulting ingredient information could not be listed in this report.

⁹ Based on EPA PBT Profiler. The PBT Profiler was designed to help interested parties voluntarily screen chemicals for persistence, bioaccumulation, and aquatic toxicity characteristics when no experimental data are available. The PBT Profiler uses a subset of P2 Assessment Framework computer-based tools to help identify chemicals that potentially may persist, bioaccumulate, and be toxic to aquatic life, i.e., PBT chemicals. www.pbtprofiler.net

¹⁰ Listed under California Proposition 65 as a Chemical Known to the State of California to Cause Cancer, as of June 13, 2003. www.oehha.org/prop65/prop65_list/Newlist.html

¹¹ Listed under California Proposition 65 as a Chemical Known to the State of California to Cause Reproductive Toxicity, as of June 13, 2003. www.oehha.org/prop65/prop65_list/Newlist.html

APPENDIX III: PHASE I — CNAD PRODUCT INGREDIENT SCREENING DETAILS (CONT'D)

Hazard Ranking	Product	CAS	Ingredient Name	JP4	IRCHS	PBT	Carcinogen	Reproductive Toxin
Group 4	Amnesty™ Jelled Graffiti Remover	108-88-3	Toluene	Do Not Use	29.1	T		X
		8052-41-3	Petroleum Distillates	Use Extreme Care	11.6			
		107-98-2	1-methoxy-2-propanol	Use Extreme Care	18.5			
		34590-94-8	(2-methoxymethylethoxy) – Propanol	Use Routine Care	13.4			
		75-28-5	Isobutane			T		
		74-98-6	Propane		11.9	T		
Group 4	Bio T Graffiti Buster II	5989-27-5	Natural Terpene (d-Limonene)	Use Routine Care	7.8	T		
		872-50-4	N-Methylpyrrolidone	Use Extreme Care	7.1			X
		9016-45-9	Nonylphenol Polyethoxylate	Avoid if Possible	22.1			
			Nonionic Surfactant Blend					
Group 4	D-Vandal	64-17-5	Ethanol	Use Extreme Care	13.2			
		108-88-3	Toluene	Do Not Use	29.1	T		X
		111-90-0	Diethylene Glycol Monoethyl Ether	Use Routine Care	9.2			
		111-76-2	Ethylene Glycol Monobutyl Ether	Avoid If Possible	20.5			
		123-86-4	n-Butyl Acetate	Avoid If Possible	18.4	T		
		872-50-4	n-Methyl-2-pyrrolidone	Use Extreme Care	7.1			X
		74-98-6	Propane		11.9	T		
		75-28-5	Isobutane			T		
Group 4	Goof Off® Graffiti Remover	67-56-1	Methyl alcohol	Use Extreme Care	24.7			
		111-77-3	Diethylene Glycol Monomethyl Ether	Use Routine Care	17.5			
		106-97-8	butane		13	T		
		74-98-6	propane		11.9	T		
		100-41-4	ethyl benzene		24.3	T		
		1330-20-7	xylenes	Avoid If Possible	26.1	T		
		108-88-3	Toluene	Do Not Use	29.1	T		X
			Trade secret					
Group 4	Graffiti Towels #1447	1119-40-0	Dimethyl Glutarate					
		872-50-4	n-Methyl Pyrrolidone	Use Extreme Care	7.1			X
		106-65-0	Dimethyl Succinate					
		627-93-0	Dimethyl adipate					
Group 4	Graffiti-X	628-63-7	Amyl Acetate	Avoid if Possible	16.5	T		
		5989-27-5	d-Limonene	Use Routine Care	7.8	T		
		112-34-5	Diethylene Glycol Butyl Ether	Avoid if Possible	15.5			
		872-50-4	N-Methylpyrrolidone	Use Extreme Care	7.1			X
Group 4	Hydroplus™ 504	100-51-6	Benzyl Alcohol	Do Not Use	13			
		108419-34-7	Acetic Acid, c9-11-branched alkyl esters, c10-rich			T		
		141-43-5	Ethanol, 2-amino	Avoid if Possible	17.2			
		25265-71-8	Propanol, oxybis-		11.9			
		34590-94-8	Propanol, (2-methoxymethylethoxy)	Use Routine Care	13.4			
		67-68-5	Dimethyl Sulfoxide					

Hazard Ranking	Product	CAS	Ingredient Name	JP4	IRCHS	PBT	Carcinogen	Reproductive Toxin
Group 4	Lift-Away™ Graffiti Remover	1119-40-0	Dimethyl Glutarate					
		627-93-0	Dimethyl Adipate					
		872-50-4	n-Methyl-2-Pyrrolidone	Use Extreme Care	7.1			X
		5989-27-5	d-Limonene	Use Routine Care	7.8	T		
		9016-45-9	Alkylphenol ethoxylates	Avoid if Possible	22.1			
		74-98-6	Propane		11.9	T		
		106-97-8	n-Butane		13	T		
Group 4	Lift-Away™ Graffiti Towels		Trade Secret					
		1119-40-0	Dimethyl Glutarate					
		627-93-0	Dimethyl Adipate					
		106-65-0	Dimethyl Succinate					
Group 4	RemovAll™ 310	872-50-4	n-Methyl-2-Pyrrolidone	Use Extreme Care	7.1			X
		100-51-6	Aromatic Alcohol	Do Not Use	13			
		141-43-5	Monoethanolamine	Avoid if Possible	17.2			
		7732-18-5	Water, deionized					
Group 4	RemovAll™ 400	68477-31-6	Aromatic solvent					
		100-51-6	Aromatic Alcohol	Do Not Use	13			
		25265-71-8	Dipropylene Glycol		11.9			
		67-68-5	Dimethyl Sulfoxide					
		34590-94-8	Dipropylene glycol methyl ether	Use Routine Care	13.4			
Group 4	Superco Graffiti Bust	108419-34-7	Acetic acid branch chain alkyl esters			T		
		67-64-1	Acetone	Avoid if Possible	15.9			
		5989-27-5	d-Limonene	Use Routine Care	7.8	T		
		34590-94-8	Dipropylene Glycol Ether	Use Routine Care	13.4			
		68476-85-7	L.P.G.					
		107-98-2	Propylene Glycol Ether	Use Extreme Care	18.5			
Group 4	United 126	1330-20-7	Xylene (Xylol)	Avoid if Possible	26.1	T		
		123-86-4	n-Butyl Acetate	Avoid if Possible	18.4	T		
		108-88-3	Toluene	Do Not Use	29.1	T		X
		64-17-5	Ethanol	Use Extreme Care	13.2			
		111-76-2	Ethylene Glycol Monobutyl Ether	Avoid if Possible	20.5			
		111-90-0	Diethylene Glycol Monoethyl Ether	Use Routine Care	9.2			
		74-98-6	Propane		11.9	T		
		75-28-5	Isobutane			T		
Group 4	United 526	872-50-4	n-Methyl-2-pyrrolidone	Use Extreme Care	7.1			X
		111-76-2	Ethylene Glycol Monobutyl Ether	Avoid if Possible	20.5			
		5989-27-5	d-1, 8 (9)-p-menthadiene (d-Limonene)	Use Routine Care	7.8	T		
		9016-45-9	Nonylphenol ethoxylate	Avoid if Possible	22.1			
		872-50-4	N-Methyl-2-pyrrolidone	Use Extreme Care	7.1			X
		628-63-7	Amyl Acetate	Avoid if Possible	16.5	T		
Group 4		624-41-9	2-Methyl butyl acetate			T		

APPENDIX III: PHASE I — CNAD PRODUCT INGREDIENT SCREENING DETAILS (CONT'D)

Hazard Ranking	Product	CAS	Ingredient Name	JP4	IRCHS	PBT	Carcinogen	Reproductive Toxin
Group 4	United 826	111-76-2	Ethylene Glycol Monobutyl Ether	Avoid if Possible	20.5			
		5989-27-5	d-1, 8 (9)-p-menthadiene (d-Limonene)	Use Routine Care	7.8	T		
		9016-45-9	Nonylphenol ethoxylate	Avoid if Possible	22.1			
		97-64-3	Ethyl Lactate					
		628-63-7	Amyl Acetate	Avoid if Possible	16.5	T		
		624-41-9	2-Methyl butyl acetate			T		
Group 4	Vandal Ender™	64-17-5	Ethanol	Use Extreme Care	13.2			
		68956-56-9	Terpene Hydrocarbons					
		5989-27-5	Orange Terpenes (d-Limonene)	Use Routine Care	7.8	T		
		97-64-3	Ethyl Lactate					
		127087-87-0	Nonionic Surfactant		7.3			
		64741-65-7	Mineral Spirits					
		872-50-4	n-Methyl-2-pyrrolidone	Use Extreme Care	7.1			X
Group 4	110 VMR, Jelled Vandalism Mark Remover	108-88-3	Toluene	Do Not Use	29.1	T		X
		75-28-5	Isobutane			T		
		111-76-2	2-Butoxy ethanol	Avoid if Possible	20.5			
		74-98-6	Propane		11.9	T		
		112-80-1	9-Octadecanoic acid		1.7	P		
		67-64-1	Acetone	Avoid if Possible	15.9			
Group 4	Zep® Write Away	64-17-5	Ethanol	Use Extreme Care	13.2			
		100-51-6	Benzyl Alcohol	Do Not Use	13			
		5989-27-5	d-Limonene	Use Routine Care	7.8	T		
		75-28-5	Isobutane			T		
		74-98-6	Propane		11.9	T		
		106-97-8	n-Butane		13	T		
Group 5	Aero-Strip Aerosol	75-09-2	Methylene Chloride		30.1		X	
		8052-41-3	Aliphatic Hydrocarbon	Use Extreme Care	11.6			
		67-56-1	Methanol		24.7			
		74-98-6	Propane		11.9	T		
		75-28-5	Isobutane			T		
		872-50-4	n-Methyl-2-pyrrolidone	Use Extreme Care	7.1			X
		111-76-2	Ethylene Glycol Monobutyl Ether	Avoid if Possible	20.5			
Group 5	Chemstrip™ Aerosol	75-09-2	Methylene Chloride		30.1		X	
		8052-41-3	Aliphatic Hydrocarbon	Use Extreme Care	11.6			
		67-56-1	Methanol		24.7			
		74-98-6	Propane		11.9	T		
		75-28-5	Isobutane			T		
		872-50-4	N-Methyl-2-Pyrrolidone	Use Extreme Care	7.1			X
		111-76-2	Ethylene Glycol Monobutyl Ether	Avoid if Possible	20.5			

Hazard Ranking	Product	CAS	Ingredient Name	JP4	IRCHS	PBT	Carcinogen	Reproductive Toxin
Group 5	Misty® Vandalism Mark Remover	108-88-3	Toluene	Do Not Use	29.1	T		X
		67-64-1	Acetone	Avoid if Possible	15.9			
		67-56-1	Methanol		24.7			
		67-63-0	Isopropyl alcohol	Use Extreme Care	14.2			
		127-18-4	Perchloroethylene	Do Not Use	37.5	P	X	
		74-98-6	Propane		11.9	T		
		106-97-8	n-Butane		13	T		
		71-55-6	1,1,1-Trichloroethane	Do Not Use	36.6	P,T ¹²		
Group 5	PGR®	75-09-2	Methylene Chloride		30.1		X	
		74-98-6	Propane		11.9	T		
		106-97-8	n-Butane		13	T		
		75-28-5	Isobutane			T		
		67-56-1	Methanol		24.7			
Group 5	Zep Erase®	127-18-4	Tetrachloroethylene	Do Not Use	37.5	P	X	
		108-88-3	Toluene	Do Not Use	29.1	T		X
		67-63-0	Isopropyl alcohol	Use Extreme Care	14.2			
		78-93-3	Methyl Ethyl Ketone	Do Not Use	27.9			

¹² Also listed in an EPA document called the “Draft RCRA Waste Minimization List of Persistent, Bioaccumulative, and Toxic Chemicals,” published in November 1998. The EPA has announced its intention to use this list to focus attention on these chemicals, in order to reduce their presence in hazardous waste by 50 percent by 2005.

APPENDIX IV: PHASE II — GRAFFITI REMOVER PRODUCTS INCLUDED/NOT INCLUDED IN FIELD TESTS

Products Used in Field Tests

BG-Clean™	Mötsenböcker's Lift Off®#3
Enviro-Solutions™ Graffiti Remover	Mötsenböcker's Lift Off®#4
Lift-Away™ Graffiti Towels	SOYsolv® Graffiti Remover
Graffiti-X	Tagaway®
Lift-Away™ Graffiti Remover	Taginator®
Lift>It ¹³	Vandal Ender™

Products Not Chosen for Field Tests

Product Name	Reason Not Tested
Aero-Strip Aerosol	Ranked in Group 5
Amnesty™ Jelled Graffiti Remover	Ranked in Group 4 – not randomly selected
Bio T Graffiti Buster II	Ranked in Group 4 – not randomly selected
Chemstrip™ Aerosol	Ranked in Group 5
D-Vandal™	Ranked in Group 4 – not randomly selected
Goof Off® Graffiti Remover	Ranked in Group 4 – not randomly selected
Hydroplus™ 504	Ranked in Group 4 - also due to hazard associated with DMSO ¹⁴
Graffiti Towels #1447	Ranked in Group 4 – not randomly selected
Mötsenböcker's Lift Off®#5	Decided not to test as it was discovered that the product is marketed more for removing latex paint and this project was focused on removing a wider variety of graffiti types.
Magic Jell Graffiti Remover	Company not able to send product sample.
Mineral Spirits	Product sample not obtained, used in analysis for rating comparison only as it is a common “generic” product used to remove graffiti.
Misty® Vandalism Mark Remover	Ranked in Group 5
PGR®	Ranked in Group 5
RemovAll™ 310	Ranked in Group 4 – not randomly selected
RemovAll™ 400	Ranked in Group 4 - also due to hazard associated with DMSO ¹⁴
SoyPower™ (aka SoyClean®)	Not enough ingredient information made available – it was not included in the analysis and ranking.
Superco Graffiti Buster	Ranked in Group 4 – not randomly selected
United 126, 526, and 826	Ranked in Group 4 – not randomly selected
110 VMR	Ranked in Group 4 – not randomly selected
Zep Erase®	Ranked in Group 5
Zep® Write Away	Ranked in Group 4 – not randomly selected

¹³ After completing the product performance-testing phase it was discovered that Lift>It is being discontinued by TAP Plastics for unknown reasons.

¹⁴ DMSO = Dimethyl Sulfoxide. Refer to the “Related Findings – Dimethyl Sulfoxide” section under Phase I Results in the main body of this report.

APPENDIX V: PHASE II — GRAFFITI REMOVER FIELD TEST RESULTS OUTLINE

Product	Hazard Ranking	Graffiti Type and Surface		Ease of Use/Notes
		Most Effective on...	Less Effective on...	
Enviro-Solutions™ Graffiti Remover	1	M, L, S: unpainted & painted smooth surfaces	S: concrete	Overall a nice product to use. It is a viscous liquid that is wiped onto surface; thus it is less likely to run. It works well on most hard smooth surfaces and most graffiti types. The need for the product to sit on surface for a period of time depends on the graffiti type and surface; in some cases letting it sit for 3-5 minutes was more effective, in other cases the product worked immediately. Also, in some cases surface paint would be disturbed, in other cases, not (surface more likely affected by the use of the scrub pad). On concrete surfaces it often faded the graffiti, but did not completely remove it.
SOYsolv®	1	M, L, S: unpainted & painted smooth surfaces	S: painted concrete, wood	Product is applied via trigger-spray. Overall a good product to use, although it has a strong smell. Product seems to work well on painted/unpainted smooth surfaces without smearing surface paint much – depending on type of graffiti. It was also effective on concrete painted stucco, to the extent that it removed most of the spray paint but leaving some shadow. When applied to wood, it dulled/smear the graffiti, but did not completely remove it. With the concrete and the wood, it may have performed better if followed by a pressure washer rinse. The product seems to perform better if it has a chance to sit for 3-5 minutes, but this was not always necessary.
BG-Clean™	2	M, L, S: unpainted & painted smooth surfaces		Product is applied via trigger-spray. Product worked well on marker graffiti on smooth surfaces – otherwise, its performance varied. In general, did not seem to affect surface except to some extent when using scrub pad – especially if a lot of scrubbing was required. Product seemed akin to working with soapy water.
Lift>It ¹⁵	2	M, L, S: unpainted & painted smooth surfaces		Product is applied via trigger-spray. Seems to work well on most painted/unpainted smooth surfaces. In some cases, surface paint would be disturbed, in other cases, not. A bit smelly.
Taginator®	2	S, L: unpainted brick, concrete, and wood	S: painted concrete, metal	Product is applied via trigger-spray. It works remarkably well on unpainted brick and concrete surfaces, especially on “newer” brick that is relatively smooth and less porous (in which case it almost works instantaneously). On more porous brick and concrete some scrubbing with a stiff brush and water rinse is required. Some brushing may be avoided if able to use power washer. Product is not as effective on painted surfaces, as it removes surface paint too much. One setback: it has a very strong odor.
Lift Off® #3	3	M, L, S: painted and unpainted metal, unpainted plastic	S: painted concrete	Product is applied via trigger-spray. Worked fairly well on unpainted metal and plastic. Had to be careful with painted surfaces – as many times it easily removed surface paint. On painted concrete, it dulled spray paint, but did not remove completely. Product is also marketed for removing graffiti on fabric, but a fabric surface was not tested.

KEY: Graffiti Type M=markers L=lipstick and correctional fluid S=spray paint	Notes <ul style="list-style-type: none"> • Most products displayed difficulty removing old (long-standing) spray paint. • As the above table suggests, the field-testing was conducted to test products on the surface and graffiti types it would most likely be used for. Thus, it is not intended to represent <i>all</i> types of scenarios a user could possibly encounter. • If a graffiti type and/or surface type is not listed, then the product was not tested on the surface or graffiti type.
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¹⁵ After completing the product performance testing phase, it was discovered that Lift>It is being discontinued by TAP Plastics for unknown reasons.

APPENDIX V: PHASE II — GRAFFITI REMOVER FIELD TEST RESULTS OUTLINE (CONT'D)

Product	Hazard Ranking	Graffiti Type and Surface		Ease of Use/Notes
		Most Effective on...	Less Effective on...	
Lift Off® #4	3	M, L, S: painted and unpainted metal, painted plastic	M, S: painted concrete, brick, wood	Product is applied via trigger-spray. Worked fairly well on unpainted metal. Had to be VERY careful on painted surfaces, as most of the time it easily removes surface paint. On porous surfaces it seemed to dull the graffiti, but did not remove completely – perhaps product would have been more effective combined with pressure washer rinse.
Tagaway®	3	M, L, S: painted and unpainted smooth surfaces	S: painted concrete	Product is applied via trigger-spray. Product works okay on most smooth surfaces. In some cases, surface paint would be significantly disturbed, in other cases not. Somewhat effective on painted concrete stucco, but required a lot of scrubbing and it left some graffiti shadow.
Graffiti-X	4	M, L, S: unpainted and painted smooth surfaces	S: wood	Product is applied via trigger-spray. Effectiveness varied on painted and unpainted metal surfaces – most of the time it worked well with some smearing of graffiti and/or surface paint, but other times it just smeared and would not completely clean off graffiti. Product did better on plastic surfaces, with minimal smearing or affect on surface. Overall though, it did not seem worth the additional hazard of using this product versus some of the “Group 1” products.
Lift-Away™ Graffiti Remover	4	M, L: unpainted metal and plastic	M, S: painted concrete, metal, plastic	Product is applied via aerosol can. With the exception of unpainted smooth surfaces, the product did not perform very well. Especially on painted metal surfaces, the product often left a sticky residue and smeared graffiti and surface paint without much removal.
Lift-Away™ Graffiti Towels	4	M: unpainted and painted plastics	L: painted metals	Overall, a convenient option, especially for removing pen/marker on smooth plastic surfaces. On such surfaces, it did not seem to affect the quality of the surface.
Vandal Ender™	4	M, L: unpainted smooth surfaces	M, L: painted metal	Product is applied by wiping on surface. Product worked fairly well on unpainted surfaces; less so on painted surfaces as it often significantly smeared surface paint. Product is a bit smelly.

California Proposition 65

Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, was enacted as a ballot initiative in November 1986. The Proposition was intended by its authors to protect California citizens and the state's drinking water sources from chemicals known to cause cancer, birth defects or other reproductive harm, and to inform citizens about exposures to such chemicals. Proposition 65 requires the governor to publish, at least annually, a list of chemicals known to the state to cause cancer or reproductive toxicity: www.oehha.org/prop65/prop65_list/Newlist.html

Indiana Relative Chemical Hazard Score (IRCHS)

The Indiana Relative Chemical Hazard Score (IRCHS) ranks the hazard potential of chemicals based on a scale from 1-100. For further information on IRCHS, go to www.ecn.purdue.edu/CMTI/IRCHS/.

Janitorial Products Pollution Prevention Project (JP4) Chemical Hazard Ranking

JP4 classifies hazardous ingredients into four groups: Use Routine Care, Use Extreme Care, Avoid if Possible, and Do Not Use. The following further explains these categories. For more information on JP4, go to www.westp2net.org/Janitorial/jp4.htm.

- **Use Routine Care:** Some of these ingredients are dangerous, but risks of them getting into the body to do harm are relatively low. For example, several of these ingredients have to be eaten in order for toxic effects to be felt. Others are toxic only at concentrations and quantities that are much higher than occur in janitorial products. As with any chemical, assure that workers are fully trained in safe handling and use, and assure that protective gloves and goggles are worn at all times (particularly when handling concentrated solutions). Also take care when disposing of leftover product, wastewaters, and empty containers.
- **Use Extreme Care:** These ingredients are dangerous, but may have to be used because safer substitutes are not readily available. Assure that workers are fully trained in safe handling and use, and assure that protective gloves and goggles are worn at all times (particularly when handling concentrated solutions). Also take care when disposing of leftover product, wastewaters, and empty containers.
- **Avoid if Possible:** If at all possible, avoid janitorial products with these ingredients. They pose very high risks to the janitor using the product, to building occupants, or to the environment. If there are no substitutes available and the products must be employed, then assure that workers are fully trained in safe handling and use, and assure that protective gloves and goggles are worn at all times (particularly when handling concentrated solutions). Use the product away from building occupants. Also take care when disposing of leftover product, wastewaters, and empty containers.
- **Do Not Use:** Janitorial products with these ingredients should not be used. They pose unacceptable risks to the janitor using the product, to building occupants, or to the environment. Gloves and goggles may not be enough to fully protect the user from harm. In some instances the ingredients are illegal for janitorial use.

U.S. EPA Design for Environment Program (DfE)

The Design for the Environment (DfE) program is one of EPA's premier partnership programs, working with individual industry sectors to compare and improve the performance and human health and environmental risks and costs of existing and alternative products, processes, and practices. For more information on DfE, go to www.epa.gov/opptintr/dfe/.

U.S. EPA PBT Profiler

The PBT Profiler was designed to help interested parties voluntarily screen chemicals for persistence, bioaccumulation, and aquatic toxicity characteristics when no experimental data are available. The PBT Profiler uses a subset of P2 Assessment Framework computer-based tools to help identify chemicals that potentially may persist, bioaccumulate, and be toxic to aquatic life, i.e., PBT chemicals: www.pbtprofiler.net.

The following lists are not intended to be definitive; they are only intended to serve as starting points for general inquiries on known and potential hazards of commonly used chemicals or products.

Online Information

- **California Proposition 65** – Proposition 65 requires the governor to publish, at least annually, a list of chemicals known to the state to cause cancer or reproductive toxicity: www.oehha.org/prop65/prop65_list/Newlist.html
- **ChemFinder** – Chemical input retrieves broad information on the chemical, including various names, chemical formulas, regulation information, links to information on health concerns, etc.: <http://chemfinder.cambridgesoft.com/>
- **Chemical Backgrounders** – Background information on over 100 chemicals compiled by the National Safety Council: <http://www.nsc.org/library/chemical/chemical.htm>
- **Eco-Labels** – The Consumers Union Guide to Environmental Labels: compare the validity and strength of various “green” labels/logos and find information about various certifying organizations: www.eco-labels.org
- **EPA Envirofacts Master Chemical Integrator (EMCI)** – link to a listing of chemicals that are monitored by EPA’s Major Program Systems: Air (AFS), Water (PCS), Hazardous Waste (RCRIS), Superfund (CERCLIS) and Toxics Release Inventory (TRIS): www.epa.gov/enviro/html/emci/chemref/
- **EPA Integrated Risk Information System (IRIS)** – IRIS is a searchable database (by chemical name) of human health effects that may result from exposure to various substances found in the environment: www.epa.gov/iris/
- **Green Seal** – Green Seal has product recommendations and standards for a variety of consumer products: www.greenseal.org
- **Indiana Relative Chemical Hazard Score (IRCHS)** - The Indiana Relative Chemical Hazard Score (IRCHS) ranks the hazard potential of chemicals based on a scale from 1-100: www.ecn.purdue.edu/CMTI/IRCHS/
- **INFORM** – Cleaning for Health project/manual and Community Right to Know Information and links to other resources: www.informinc.org/cfh_00.php
- **Janitorial Products Pollution Prevention Project** – Ranks chemicals commonly found in janitorial products according to their health hazard potential: www.westp2net.org/Janitorial/jp4.htm
- **PBT Profiler** – Searchable database identifying materials that have the potential to display Persistence, Bioaccumulation and Toxicity characteristics: www.pbtprofiler.net
- **Scorecard** – Chemical Profile Searchable Database, provides information on known and potential hazardous characteristics of chemicals: www.scorecard.org/chemical-profiles/

Contractor Services

- **Green Seal** – Green Seal is an “independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion”: www.greenseal.org
- **INFORM** – At INFORM they “believe that meaningful progress depends on a public that is well informed about environmental problems, on dialogue rather than confrontation, and on collaboration among business, government and communities to achieve lasting solutions”: www.informinc.org
- **Zero Waste Alliance** – ZWA’s objective is to “provide improved profitability, competitiveness and environmental performance through the development and implementation of practices that lead to the reduction and elimination of waste and toxins”: www.zerowaste.org

APPENDIX VIII: FIELD TEST PICTURES



Before and after using Enviro-Solutions™ Graffiti Remover, letting sit about three minutes, and wiping off with towel.



Before and after using SOYsolv®, letting sit for about three minutes, and wiping with a scratchless scrub pad.



Before and after using Tagaway® and scrubbing with a scratchless scrub pad.

APPENDIX VIII: FIELD TEST PICTURES (CONT'D)

Before and after using Taginator[®], letting sit for about 10-15 minutes, scrubbing with a stiff brush, and rinsing with water from a trigger spray bottle. Would most likely have removed old green paint residue if power washer had been used for water rinse.



Before and after using Enviro-Solutions[™] Graffiti Remover, and wiping off with towel — did not let sit.



All photos by Stacey Stack

BID SHEET – GRAFFITI REMOVAL
SOLICIATION NO. IFB PAX0069
REQUISITION NO. 15092900536
ATTACHMENT B – CONTINUED - Equipment and Chemicals Inventory List Information - EXPERIENCE, CERTIFICATIONS, RECOGNITION, BEST PRACTICES

OWNER: CITY OF AUSTIN
COMMODITY/SERVICE DESCRIPTION: Graffiti Removal Services
BID DUE PRIOR TO: 12/16/2015 – 2:00 P.M. (CST)

VENDOR/CONTRACTOR: ALEON Properties, Inc. (API)

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- Reference Sheet
- Living Wages Contractor Certification
- Living Wages Employee Certifications (4)
- Non-Resident Bidder Provisions
- Minority – and – Women-Owned Business Enterprise(MBE/WBE) Procurement Program No Goals Form
- Minority – and – Women-Owned Business Enterprise(MBE/WBE) Procurement Program No Goals Utilization Plan
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- ATTACHMENT B – EQUIPMENT AND CHEMICALS INVENTORY LIST + EQUIPMENT AND CHEMICALS INVENTORY LIST, CONTINUED – EXPERIENCE, CERTIFICATIONS, RECOGNITION, BEST PRACTICES, AND GRAFFITI REMOVAL PROJECT “BEFORE” AND “ AFTER PICTURES
- PURCHASE SPECIFICATIONS
- SUPPLEMENTAL PURCHASE PROVISIONS
- NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION
- NON-SUSPENSION OR DEBARMENT CERTIFICATION

BID SHEET – GRAFFITI REMOVAL

SOLICIATION NO. IFB PAX0069

REQUISITION NO. 15092900536

ATTACHMENT B – CONTINUED - Equipment and Chemicals Inventory List Information - EXPERIENCE, CERTIFICATIONS, RECOGNITION, BEST PRACTICES

OWNER: CITY OF AUSTIN

COMMODITY/SERVICE DESCRIPTION: Graffiti Removal Services

BID DUE PRIOR TO: 12/16/2015 – 2:00 P.M. (CST)

VENDOR/CONTRACTOR: ALEON Properties, Inc. (API)

- STANDARD PURCHASE TERMS AND CONDITIONS
- EQUAL EMPLOYMENT/FAIR HOUSING OFFICE NON-DISCRIMINATION CERTIFICATION
- STANDARD PURCHASE DEFINITIONS
- SOLICITATION INSTRUCTIONS
- ATTACHMENT A – RPN GRAFFITI REPORT

SAFETY DATA SHEET SDS: TAGAWAY®

Section 1—Identification

Product Identifier: TAGAWAY®

Product Use: Graffiti Removal Liquid for Painted and Smooth Surfaces, Biodegradable, VOC Compliant.

Manufacturer's Name: Equipment Trade Service Co. Inc.

Address: 20 East Winona Avenue Norwood, PA 19074 USA

24 Hour Emergency Telephone: ChemTel 800-255-3924

General Telephone: 1-610-583-7657 8 AM— 4 PM EST. M—F

Website: www.etscompany.com



Section 2—Hazard's Identification

Classifications: Skin Irritation Category 2, Eye Irritation Category 2B, Reproduction Toxin Category 2 (See Section 11) Flammable Liquid Category 3 (Although will not sustain flame, See notes, sections 5, 9)

Symbols: Flame, Health Hazard

Signal Word: Warning

Hazard Statement: Causes skin irritation. Causes eye irritation. Suspected of damaging the unborn child. Flammable, Liquid and vapor. (Although will not sustain flame, See notes, sections 5, 9)

Precautionary Statements:

Prevention: Wear protective impervious gloves and clothing /eye protection/face protection. Wash hands thoroughly after handling. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Keep away from heat/sparks/open flames/hot surfaces. No Smoking. Keep container tightly closed. Use explosion-proof electrical/ventilating/lighting/equipment. Use only non-sparking tools. Take precautionary measures against static discharge.

Response: In case of fire use CO2, Dry Chemical, Foam, Water Spray. If on skin or hair: Wash with plenty of water and bar soap. If skin irritation occurs: Get medical advice / attention. Take off contaminated clothing and wash before reuse. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get Medical advice / attention. If exposed or concerned: Get medical advice / attention

Storage: Store in a well ventilated place. Keep cool. Store locked up.

Disposal: Dispose of contents / container in accordance with local, state, federal and international regulations.

Environmental: Biodegradable

NFPA Rating:

0=Safe, 4=Danger; Health (Blue) 1 Flame (Red) 1 React (Yellow) 0 Special (White) 0

Section 3—Composition / Information on Ingredients

Component	CAS#	% By Weight
1-Methyl-2-Pyrrolidinone (NMP)	872-50-4	20—30

In compliance with OSHA HCS and UN GHS, Trade Secret / Confidential business information has been omitted.

Section 4—First Aid Measures

Inhalation: Unusual exposure to mist will irritate respiratory system. Move person to fresh air.

Eyes: Contact will cause irritation. Continually flush with water remove contact lenses if present and easy to do. If irritation persists seek medical attention.

Skin: Contact may cause skin irritation. Remove contaminated clothing, flush skin with water and bar soap for 15 minutes

Ingestion: Swallowing may cause irritation to mouth, throat and digestive system, or cause vomiting and diarrhea. If swallowed, wash mouth, seek immediate medical attention. Call poison Control. Do not induce vomiting unless directed to do so by medical personnel.

Always seek medical attention if complications develop.

Section 5—Fire Fighting Measures

Note: Product will not sustain combustion, burning or flame per ASTM D4206

Suitable Extinguishing Media: CO2, Dry Chemical, Foam, Water Spray

Unsuitable Extinguishing Media: None Known

Unusual Fire & Explosion Hazards: May produce toxic fumes of carbon monoxide if burning. Empty containers may contain residue. Do not pressurize, cut, heat, or expose containers to flame.

Special Protection & Procedures: Cool fire-exposed containers. Do not enter confined fire space without proper protective equipment including NIOSH approved self-contained breathing apparatus.

Section 6—Accidental Release Measures

Personal Precautions: Keep unnecessary people away; isolate area and deny entry. Stay upwind. Do not eat, drink or smoke while cleaning up. (Also see section 8).

Protective Equipment: EYES: Chemical Safety goggles and or face shield **SKIN:** Gloves, Nitrile or PVC, waterproof boots, waterproof clothing. Keep personal water rinse near by **RESPIRATORY:** Chemical mist respirator in poorly ventilated areas.

Emergency Procedures: Use appropriate safety equipment. Eliminate sources of ignition. Collect and contain all spill with absorbent material for disposal. Cover drains. Contain large spills and pump into suitable tank for disposal.

Waste Disposal methods: Obey all local, state and federal regulations.

Section 7—Handling and Storage

Precautions & Conditions for Safe Handling: Wear impervious gloves. Do not get in eyes, on skin or on clothing. Keep container closed when not in use. Do not mix with other chemicals. Avoid

breathing mist. No eating, drinking or smoking. Wash hands after use. Store in a well ventilated place. Keep cool. Do not store near open flame or heat. Do not store near incompatible materials. Do not take internally. Transfer material only to approved, properly labeled containers. KEEP OUT OF REACH OF CHILDREN.

Incompatible Materials: Strong acids, alkalies and oxidizers.

Section 8— Exposure Controls/ Personal Protection

Exposure Limits	OSHA PEL	ACGIH TLV	Other
1-Methyl-2-Pyrrolidinone (NMP)	Not Available	Not Available	Not Known

Ventilation: Local & mechanical recommended

Personal protective equipment (PPE): EYES: Chemical Safety goggles and or face shield **SKIN:** Gloves, Nitrile or PVC, waterproof boots, waterproof clothing. Keep personal water rinse near by **RESPIRATORY:** Chemical mist respirator in poorly ventilated areas.

Section 9—Physical and Chemical Properties**Appearance / Color:** Liquid, yellow**Odor:** Mild**pH:** Not Applicable**Melting Point:** Does Not Apply**Freezing Point:** Less than –10 Degrees F.**Boiling Point:** Not Available**Flash Point:** 126 Degrees F. Closed Cup ASTM 56 **Note:** Product will not sustain combustion, burning or flame per ASTM D4206, therefore ships Not Hazardous.**Evaporation Rate:** Not Available**Lower Flammable Limit:** Not Available**Upper Flammable Limit:** Not Available**Vapor Pressure:** Not Available**Vapor Density:** Not Available**Relative Density / Specific Gravity:** 1.01 gm/ml**Solubility(ies):** Emulsifies with water.**Partition Coefficient: n-octanol/water** Not Available**Auto-ignition Temperature:** Not Available**Decomposition Temperature:** Not Available**Viscosity:** Thin Liquid**V.O.C. Content:** Less than 30% by weight.**Section 10—Stability and Reactivity****Reactivity:** Not available / none known**Chemical Stability:** No decomposition, if handled and stored according to specifications.**Possibility of hazardous reactions:** Avoid incompatible materials.**Conditions to avoid:** Heat, sparks, flame.**Materials to avoid:** Strong acids, alkalies and oxidizers.**Hazardous decomposition products:** May produce toxic fumes of carbon monoxide if burning. Empty containers may contain residue. Do not pressurize, cut, heat, or expose containers to flame.**Section 11—Toxicological Information****Signs and symptoms of overexposure:****Acute Effects:****Inhalation:** Exposure to mist may irritate respiratory system.**Eyes:** Contact will cause irritation.**Skin:** Contact may cause skin irritation.**Ingestion:** Swallowing will cause irritation to mouth, throat and digestive system.**Target Organ Effects:** None are known**Chronic Effects:** None are known**Carcinogenicity:** None are known**Germ Cell Mutagenicity:** None are known**Reproductive Toxicity:** Some studies of ingredient NMP (CAS#872-50-4) found detrimental fetal effects in lab animals. The US CDC, OSHA and the European Union ECHA classify ingredient NMP as "Possible" human reproductive hazard. The US EPA is reassessing the NMP health hazards due to ambiguous findings.

California Proposition 65 requires the following, Warning: This product contains a chemical known to the state of California to cause birth defects.

Medical Conditions Aggravated by Exposure: Not Known**Section 12—Ecological Information****Persistence and degradability:** All components contained in the product are classified as "readily biodegradable". This product is expected to be inherently biodegradable.**Bio-accumulative potential:** There is no evidence to suggest bioaccumulation will occur.**Section 13—Disposal Considerations**

Obey all local, state, federal and international regulations.

Section 14—Transportation Information**U.S. Department of Transportation (DOT)****UN/NA Number:****Proper Shipping Name:** Not Hazardous**Hazard Class:****Packing Group:****Labels Required:****U.S. / Canada Emergency Response Guide #:****International Maritime Organizations (IMDG)****UN/NA Number:****Proper Shipping Name:** Not Hazardous**Hazard Class:****Packing Group:****Labels Required:****Section 15—Regulatory Information****[WHMIS Classification]:****[OSHA]:****[SERA]:****[TSCA]:****Section 16—Other Information****Date SDS Prepared:** May 1st 2015 **Revised:**

The information in this SDS was obtained from sources which we believe to be reliable. However, the information is provided without any warranty, expressed or implied. We do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of, or in any way connected with the handling, storage, use or disposal of the product. This SDS may not be applicable if the product is used as a component of another product.

Prepared in accordance with the OSHA Hazard Communication Standard (HCS) to conform with the United Nations (UN) Globally Harmonized System of Classification and Labeling of Chemical (GHS)



SOYsolv Graffiti Remover

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name : SOYsolv Graffiti Remover

1.2. Relevant identified uses of the substance or mixture and uses advised against

1.3. Details of the supplier of the safety data sheet

SOYsolv
6154 N CR 33
Tiffin, 44883
T 877-769-7658
sales@soysolv.com - www.soysolv.com

1.4. Emergency telephone number

Emergency number : 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Flam. Liq. 4 H227
Eye Dam. 1 H318
STOT SE 3 H335

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US) :



GHS05



GHS07

Signal word (GHS-US) :

Danger

Hazard statements (GHS-US) :

H227 - Combustible liquid
H318 - Causes serious eye damage
H335 - May cause respiratory irritation

Precautionary statements (GHS-US) :

P210 - Keep away from heat and sparks. - No smoking
P261 - Avoid breathing fumes and vapours
P271 - Use only outdoors or in a well-ventilated area
P280 - Wear goggles gloves and possibly an apron.
P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P310 - Immediately call doctor
P312 - Call doctor if you feel unwell
P370+P378 - In case of fire: Use appropriate media to extinguish
P403+P233 - Store in a well-ventilated place. Keep container tightly closed
P403+P235 - Store in a well-ventilated place. Keep cool
P405 - Store locked up
P501 - Dispose of contents/container to meet all regulations

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

SOYsolv Graffiti Remover

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

3.2. Mixture

Name	Product identifier	%	Classification (GHS-US)
Ethyl Lactate	(CAS No) 97-64-3	50	Flam. Liq. 3, H226 Eye Dam. 1, H318 STOT SE 3, H335
Mixed Fatty Acid Methyl Esters	(CAS No) 67784-80-9	45	Not classified
Emulsifier	(CAS No) 68937-66-6	5	Flam. Liq. 3, H226

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

- First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : If you feel unwell, seek medical advice. Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
- First-aid measures after skin contact : Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse.
- First-aid measures after eye contact : Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center or doctor/physician.
- First-aid measures after ingestion : Induce vomiting immediately, as directed by a physician. Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries after inhalation : May be narcotic if inhaled. May cause respiratory irritation.
- Symptoms/injuries after eye contact : Serious damage to eyes. Risk of permanent eye injuries. . Causes serious eye damage.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Water fog. Foam. Dry powder. Carbon dioxide. Water spray. Sand.
- Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Special hazards arising from the substance or mixture

- Fire hazard : Combustible liquid.
- Explosion hazard : May form flammable/explosive vapor-air mixture.
- Reactivity : Stable under normal conditions.

5.3. Advice for firefighters

- Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.
- Special protective equipment for fire fighters : Full face piece respirator.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

- General measures : Rags soaked with any solvent can present a fire hazard and should be stored in UL listed or approved covered containers. Improperly stored rags, under certain conditions can lead to spontaneous combustion. Remove ignition sources. Use special care to avoid static electric charges. No open flames. No smoking.

6.1.1. For non-emergency personnel

- Protective equipment : Wear personal protective equipment.
- Emergency procedures : Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Equip cleanup crew with proper protection.
- Emergency procedures : Ventilate area.

6.2. Environmental precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

SOYsolv Graffiti Remover

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Soak up spills with inert solids, such as clay or diatomaceous earth as soon as possible. Collect spillage. Store away from other materials.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Additional hazards when processed : Handle empty containers with care because residual vapors are flammable. Keep away from heat. - No smoking.

Precautions for safe handling : Avoid contact with skin and eyes. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapour. No open flames. No smoking. Avoid breathing vapours. Use only outdoors or in a well-ventilated area.

Hygiene measures : Wash hands thoroughly after handling.

7.2. Conditions for safe storage, including any incompatibilities

Technical measures : Proper grounding procedures to avoid static electricity should be followed.

Storage conditions : Store in a dry place. Keep only in the original container in a cool, well ventilated place away from: Keep in fireproof place. Keep container tightly closed.

Incompatible products : Strong bases. Strong acids.

Incompatible materials : Acids. Sources of ignition. Direct sunlight. Heat sources.

Storage area : Store in a well-ventilated place.

7.3. Specific end use(s)

No additional information available

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

SOYsolv Graffiti Remover		
ACGIH	Not applicable	
OSHA	Not applicable	
DNEL	DNEL	≈
Ethyl Lactate (97-64-3)		
ACGIH	Not applicable	
OSHA	Not applicable	
Mixed Fatty Acid Methyl Esters (67784-80-9)		
ACGIH	Not applicable	
OSHA	Not applicable	
Emulsifier (68937-66-6)		
ACGIH	Not applicable	
OSHA	Not applicable	

8.2. Exposure controls

Personal protective equipment : Avoid all unnecessary exposure.

Hand protection : Wear protective gloves.

Eye protection : Chemical goggles or safety glasses.

Skin and body protection : Chemical resistant apron.

Respiratory protection : Wear appropriate mask.

Other information : Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state : Liquid

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Color	: Colorless
Odor	: No data available
Odor threshold	: No data available
pH	: No data available
pH solution	: 6.9
Relative evaporation rate (butyl acetate=1)	: 0.12
Melting point	: No data available
Freezing point	: No data available
Boiling point	: 292 °F
Flash point	: 150 °F closed cup
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor pressure	: 0.9 mm Hg at 68F
Relative vapor density at 20 °C	: 4.1
Relative density	: No data available
Specific gravity / density	: 0.946
Solubility	: No data available
Log Pow	: No data available
Log Kow	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosive properties	: No data available
Oxidizing properties	: No data available
Explosive limits	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under normal conditions.

10.2. Chemical stability

Combustible liquid. May form flammable/explosive vapor-air mixture.

10.3. Possibility of hazardous reactions

Not established.

10.4. Conditions to avoid

Direct sunlight. Extremely high or low temperatures. Open flame. Overheating. Heat. Sparks.

10.5. Incompatible materials

Strong oxidizers. Strong acids. Strong bases.

10.6. Hazardous decomposition products

fume. Carbon monoxide. Carbon dioxide. May release flammable gases.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

SOYsolv Graffiti Remover	
LD50 oral rat	> 4090 mg/kg
LD50 dermal rat	> 2000 mg/kg
LC50 inhalation rat (ppm)	> 5400
Ethyl Lactate (97-64-3)	
LD50 oral rat	8200 mg/kg

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Safety Data Sheet

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Ethyl Lactate (97-64-3)	
LD50 dermal rabbit	5 g/kg
ATE US (oral)	8200.000 mg/kg body weight
ATE US (dermal)	5000.000 mg/kg body weight

Skin corrosion/irritation : Not classified
Serious eye damage/irritation : Causes serious eye damage.
Respiratory or skin sensitization : Not classified
Germ cell mutagenicity : Not classified
Carcinogenicity : Not classified

Reproductive toxicity : Not classified
Specific target organ toxicity (single exposure) : May cause respiratory irritation.

Specific target organ toxicity (repeated exposure) : Not classified

SOYsolv Graffiti Remover	
LOAEL (oral,rat,90 days)	< mg/kg bodyweight/day

Aspiration hazard : Not classified
Potential Adverse human health effects and symptoms : Based on available data, the classification criteria are not met.
Symptoms/injuries after inhalation : May be narcotic if inhaled. May cause respiratory irritation.
Symptoms/injuries after eye contact : Serious damage to eyes. Risk of permanent eye injuries. . Causes serious eye damage.

SECTION 12: Ecological information

12.1. Toxicity

No additional information available

12.2. Persistence and degradability

SOYsolv Graffiti Remover	
Persistence and degradability	Not established.

Mixed Fatty Acid Methyl Esters (67784-80-9)	
Persistence and degradability	Not established.

Emulsifier (68937-66-6)	
Persistence and degradability	Not established.

12.3. Bioaccumulative potential

SOYsolv Graffiti Remover	
Bioconcentration factor (BCF REACH)	100% biodegradable
Bioaccumulative potential	Not established.

Mixed Fatty Acid Methyl Esters (67784-80-9)	
Bioaccumulative potential	Not established.

Emulsifier (68937-66-6)	
Bioaccumulative potential	Not established.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on ozone layer :
Effect on the global warming : No known ecological damage caused by this product.
Other information : Avoid release to the environment.

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according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose in a safe manner in accordance with local/national regulations. Dispose of contents/container to meet all regulations.

Additional information : Handle empty containers with care because residual vapors are flammable.

Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

Not evaluated

Not regulated for transport

Additional information

Other information : No supplementary information available.

ADR

No additional information available

Transport by sea

No additional information available

Air transport

No additional information available

SECTION 15: Regulatory information

15.1. US Federal regulations

Ethyl Lactate (97-64-3)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

Classification according to Regulation (EC) No. 1272/2008 [CLP]

Classification according to Directive 67/548/EEC [DSD] or 1999/45/EC [DPD]

Not classified

15.2.2. National regulations

15.3. US State regulations

Ethyl Lactate (97-64-3)

U.S. - New Jersey - Right to Know Hazardous Substance List
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SECTION 16: Other information

Other information : None.

SOYsolv Graffiti Remover

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Full text of H-phrases:

-----	Eye Dam. 1	Serious eye damage/eye irritation Category 1
-----	Flam. Liq. 3	Flammable liquids Category 3
-----	Flam. Liq. 4	Flammable liquids Category 4
-----	STOT SE 3	Specific target organ toxicity (single exposure) Category 3
-----	H226	Flammable liquid and vapour
-----	H227	Combustible liquid
-----	H318	Causes serious eye damage
-----	H335	May cause respiratory irritation

GHS US SDS

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product

SAFETY DATA SHEET

Klean-Strip Green Odorless Mineral Spirits

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Revision: 05/01/2015
Supersedes Revision: 04/20/2015

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name: Klean-Strip Green Odorless Mineral Spirits
Company Name: W. M. Barr
2105 Channel Avenue
Memphis, TN 38113
Phone Number: (901)775-0100
Web site address: www.wmbarr.com
Emergency Contact: 3E 24 Hour Emergency Contact (800)451-8346
Information: W.M. Barr Customer Service (800)398-3892
Intended Use: Paint, stain, and varnish thinning.
Synonyms: QKGO75000, QKGO75001, QKGO75001W
Additional Information: This product is regulated by the United States Consumer Product Safety Commission and is subject to certain labeling requirements under the Federal Hazardous Substances Act. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS). The product label also includes other important information, including directions for use, and should always be read in its entirety prior to using the product.

2. HAZARDS IDENTIFICATION

Acute Toxicity: Inhalation, Category 4
Skin Corrosion/Irritation, Category 2
Serious Eye Damage/Eye Irritation, Category 2B
Specific Target Organ Toxicity (single exposure), Category 3



GHS Signal Word: Warning
GHS Hazard Phrases: H315: Causes skin irritation.
H320: Causes eye irritation.
H332: Harmful if inhaled.
H336: May cause drowsiness or dizziness.
GHS Precaution Phrases: P261: Avoid breathing gas/mist/vapors/spray.
P264: Wash hands thoroughly after handling.
P271: Use only outdoors or in a well-ventilated area.
P280: Wear protective gloves/protective clothing/eye protection/face protection.
GHS Response Phrases: P302+352: IF ON SKIN: Wash with plenty of soap and water.
P304+340: IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P305+351+338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P312: Call a POISON CENTER or doctor/physician if you feel unwell.
P321: Specific treatment see label.
P332+313: If skin irritation occurs, get medical advice/attention.
P337+313: If eye irritation persists, get medical advice/attention.
P362: Take off contaminated clothing and wash before re-use.
GHS Storage and Disposal Phrases: P403+233: Store container tightly closed in well-ventilated place.
P405: Store locked up.
P501: Dispose of contents/container according to local, state and federal regulations.

Klean-Strip Green Odorless Mineral Spirits

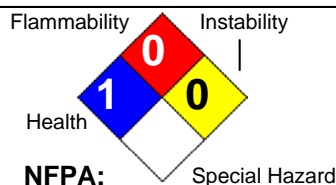
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Hazard Rating System:

HEALTH		1
FLAMMABILITY		0
PHYSICAL		0
PPE		X



HMIS:

OSHA Regulatory Status:

This material is classified as hazardous under OSHA regulations.

Potential Health Effects
(Acute and Chronic):

Eye contact : May cause eye irritation.

Inhalation : Harmful if inhaled. Can cause central nervous system (CNS) depression.
May cause drowsiness and dizziness.

Ingestion : Can cause central nervous system (CNS) depression. Irritating to mouth,
throat and stomach.

Skin contact : Causes skin irritation.

Inhalation:

Adverse symptoms may include the following:

nausea or vomiting
headache
drowsiness/fatigue
dizziness/vertigo
unconsciousness

Skin Contact:

Adverse symptoms may include the following:

irritation
redness

Eye Contact:

Adverse symptoms may include the following:

pain or irritation
watering
redness

Ingestion:

Adverse symptoms may include the following:

nausea or vomiting

3. COMPOSITION/INFORMATION ON INGREDIENTS

CAS #	Hazardous Components (Chemical Name)	Concentration	RTECS #
64742-47-8	Hydrotreated light distillate (petroleum)	15.0 -40.0 %	OA5504000

Additional Chemical
Information

Specific percentage of composition is being withheld as a trade secret.

4. FIRST AID MEASURES

Emergency and First Aid Procedures:

Inhalation:

If user experiences breathing difficulty, move to air free of vapors, Administer oxygen or artificial medical assistance can be rendered.

Skin Contact:

Wash with soap and large quantities of water and seek medical attention if irritation from contact persists.

Eye Contact:

Flush with large quantities of water for at least 15 minutes and seek immediate medical attention.

Ingestion:

Do not induce vomiting. If victim is drowsy or unconscious, place on the left side with head down. Never give anything by mouth to a person who is not fully conscious. Seek medical attention immediately. Call your local poison control center, hospital emergency room or physician immediately for further instructions.

Note to Physician:

Call your local poison control center for further instructions.

5. FIRE FIGHTING MEASURES

Flash Pt:

No data.

Explosive Limits:

LEL: N.E. UEL: N.E.

Autoignition Pt:

No data.

Suitable Extinguishing Media: Use carbon dioxide, dry powder, foam, or water spray.

Unsuitable Extinguishing Media:

None known.

Fire Fighting Instructions:

This material does not flash to boiling.

Self-contained respiratory protection should be provided for fire fighters fighting fires in buildings or confined areas. Storage containers exposed to fire should be kept cool with water spray to prevent pressure build-up.

Flammable Properties and Hazards:

No flash to boiling. This material does not exhibit a flashpoint per the Setaflash Closed Cup test method.

6. ACCIDENTAL RELEASE MEASURES

Steps To Be Taken In Case Material Is Released Or Spilled:

Clean up:

Keep unnecessary people away; isolate hazard area and deny entry. Stay upwind, out of low areas, and ventilate closed spaces before entering.

Small spills:

Take up with sand, earth or other noncombustible absorbent material and place in a metal or plastic container where applicable.

Large spills:

Dike far ahead of spill for later disposal.

Waste Disposal:

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Dispose in accordance with applicable local, state and federal regulations.

7. HANDLING AND STORAGE

Precautions To Be Taken in Handling:	Read carefully all cautions and directions on product label before use. Since empty container retains residue, follow all label warnings even after container is empty. Dispose of empty container according to all regulations. Do not reuse this container.
Precautions To Be Taken in Storing:	When stored for an extended period of time, the product may separate into two layers with the hazardous ingredient(s) on the top layer. Before use, mix the product by making sure the container is tightly closed and gently shaking the container to agitate the two layers back into solution. Protect from freezing. Keep container tightly closed when not in use. Store in a cool, dry place. Do not store near flames or at elevated temperatures.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

CAS #	Partial Chemical Name	OSHA TWA	ACGIH TWA	Other Limits
64742-47-8	Hydrotreated light distillate (petroleum)	PEL: 200 ppm STEL: 500 ppm/(10min) CEIL: 300 ppm	TLV: 200 mg/m3	No data.
Respiratory Equipment (Specify Type):	For OSHA controlled work place and other regular users. Use only with adequate ventilation under engineered air control systems designed to prevent exceeding appropriate TLV. For occasional use, where engineered air control is not feasible, use properly maintained and properly fitted NIOSH approved respirator for organic solvent vapors. A dust mask does not provide protection against vapors.			
Eye Protection:	Safety glasses, goggles or face shields are recommended to safeguard against potential eye contact, irritation, or injury. Contact lenses should not be worn while working with chemicals.			
Protective Gloves:	For OSHA controlled work place and other regular users, wear impermeable gloves to prevent skin contact. Gloves contaminated with product should be discarded. For occasional use, wear impermeable gloves to prevent extended or repeated contact with the skin.			
Other Protective Clothing:	Various application methods can dictate use of additional protective safety equipment, such as impermeable aprons, etc., to minimize exposure.			
Engineering Controls (Ventilation etc.):	Use only with adequate ventilation to prevent build-up of vapors. Open windows and doors if needed to provide fresh air. If strong odor is noticed or you experience slight dizziness, headache, nausea, or eye-watering - Stop - ventilation is inadequate. Leave area immediately.			
Work/Hygienic/Maintenance Practices:	Wash hands thoroughly after use and before eating, drinking, smoking, or using the restroom. Do not eat, drink, or smoke in the work area. Discard any clothing or other protective equipment that cannot be decontaminated. Facilities storing or handling this material should be equipped with an emergency eyewash and safety shower.			

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9. PHYSICAL AND CHEMICAL PROPERTIES

Physical States: ☐ Gas ☒ Liquid ☐ Solid

Appearance and Odor: Opaque, milky white, thin emulsion with a light petroleum distillate odor.

Melting Point: 0.00 C

Boiling Point: > 100.00 C

Autoignition Pt: No data.

Flash Pt: No data.

Explosive Limits: LEL: N.E. UEL: N.E.

Specific Gravity (Water = 1): 0.916 - 0.936

Vapor Pressure (vs. Air or mm Hg): 0.52 MM HG at 68.0 F

Vapor Density (vs. Air = 1): > 1

Evaporation Rate: < 1

Solubility in Water: 65 %

Viscosity: 50 CPS at 77.0 F

pH: Neutral

Percent Volatile: > 99.0 % by weight.

VOC / Volume: 30.0000 % WT

Additional Physical Information VOC/VOLUME: 276 g/L

10. STABILITY AND REACTIVITY

Stability: Unstable ☐ Stable ☒

Conditions To Avoid - Instability: No data available.

Incompatibility - Materials To Avoid: Incompatible with strong oxidizing agents.

Hazardous Decomposition Or Byproducts: Decomposition may produce carbon monoxide and carbon dioxide.

Possibility of Hazardous Reactions: Will occur ☐ Will not occur ☒

Conditions To Avoid - Hazardous Reactions: No data available.

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11. TOXICOLOGICAL INFORMATION

Toxicological Information: This product has not been tested as a whole. Refer to section 2 for acute and chronic effects.

Carcinogenicity/Other Information: ACGIH A4 - Not Classifiable as a Human Carcinogen.

CAS #	Hazardous Components (Chemical Name)	NTP	IARC	ACGIH	OSHA
64742-47-8	Hydrotreated light distillate (petroleum)	n.a.	n.a.	A4	n.a.

12. ECOLOGICAL INFORMATION

General Ecological Information: No information available for this product as a whole.

13. DISPOSAL CONSIDERATIONS

Waste Disposal Method: Dispose in accordance with federal, state, and local regulations.

14. TRANSPORT INFORMATION

LAND TRANSPORT (US DOT):

DOT Proper Shipping Name: Paint Related Material, Not Regulated by D.O.T.

DOT Hazard Class:

UN/NA Number:

Additional Transport Information:

15. REGULATORY INFORMATION

EPA SARA (Superfund Amendments and Reauthorization Act of 1986) Lists

CAS #	Hazardous Components (Chemical Name)	S. 302 (EHS)	S. 304 RQ	S. 313 (TRI)
64742-47-8	Hydrotreated light distillate (petroleum)	No	No	No

This material meets the EPA ☒ Yes ☐ No Acute (immediate) Health Hazard

'Hazard Categories' defined ☐ Yes ☒ No Chronic (delayed) Health Hazard

for SARA Title III Sections ☐ Yes ☒ No Fire Hazard

311/312 as indicated: ☐ Yes ☒ No Sudden Release of Pressure Hazard

☐ Yes ☒ No Reactive Hazard

CAS #	Hazardous Components (Chemical Name)	Other US EPA or State Lists
64742-47-8	Hydrotreated light distillate (petroleum)	CAA HAP,ODC: No; CWA NPDES: No; TSCA: Yes - Inventory; CA PROP.65: No

Regulatory Information Statement: All components of this material are listed on the TSCA Inventory or are exempt.

16. OTHER INFORMATION

Revision Date: 05/01/2015

Preparer Name: W.M. Barr and Company, Inc. (901)775-0100

Additional Information About This Product: No data available.

Company Policy or Disclaimer: The information contained herein is presented in good faith and believed to be accurate as of the effective date shown above. This information is furnished without warranty of

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any kind. Employers should use this information only as a supplement to other information gathered by them and must make independent determination of suitability and completeness of information from all sources to assure proper use of these materials and the safety and health of employees. Any use of this data and information must be determined by the user to be in accordance with applicable federal, state and local laws and regulations.

BEFORE - Back Entrance
PARQUE ZARAGOZA



AFTER - Back Entrance
PARQUE ZARAGOZA



Contractor/Vendor: ALEON Properties, Inc.

BEFORE –Elec. Box & Wall
PARQUE ZARAGOZA



AFTER – Elec. Box & Wall
PARQUE ZARAGOZA



Contractor/Vendor: ALEON Properties, Inc.

BEFORE – Bridge
PARQUE ZARAGOZA



AFTER -Bridge
PARQUE ZARAGOZA



Contractor/Vendor: ALEON Properties, Inc.

BEFORE – Ball Field Screen
PARQUE ZARAGOZA



AFTER – Ball Field Screen
PARQUE ZARAGOZA



Contractor/Vendor: ALEON Properties, Inc.

BEFORE – Ball Field Sidewalk
PARQUE ZARAGOZA



AFTER – Ball Field Sidewalk
PARQUE ZARAGOZA



**AFTER – Back Stage
PARQUE ZARAGOZA**



**AFTER – Back Stage
PARQUE ZARAGOZA**



Contractor/Vendor: ALEON Properties, Inc.

BEFORE – Front Stage
PARQUE ZARAGOZA



AFTER – Front Stage
PARQUE ZARAGOZA



Contractor/Vendor: ALEON Properties, Inc.

BEFORE – GUS GARCIA RECREATION CENTER



AFTER – GUS GARCIA RECREATION CENTER



Contractor/Vendor: ALEON Properties, Inc.

BEFORE – Rock Wall

MABEL DAVIS PARK



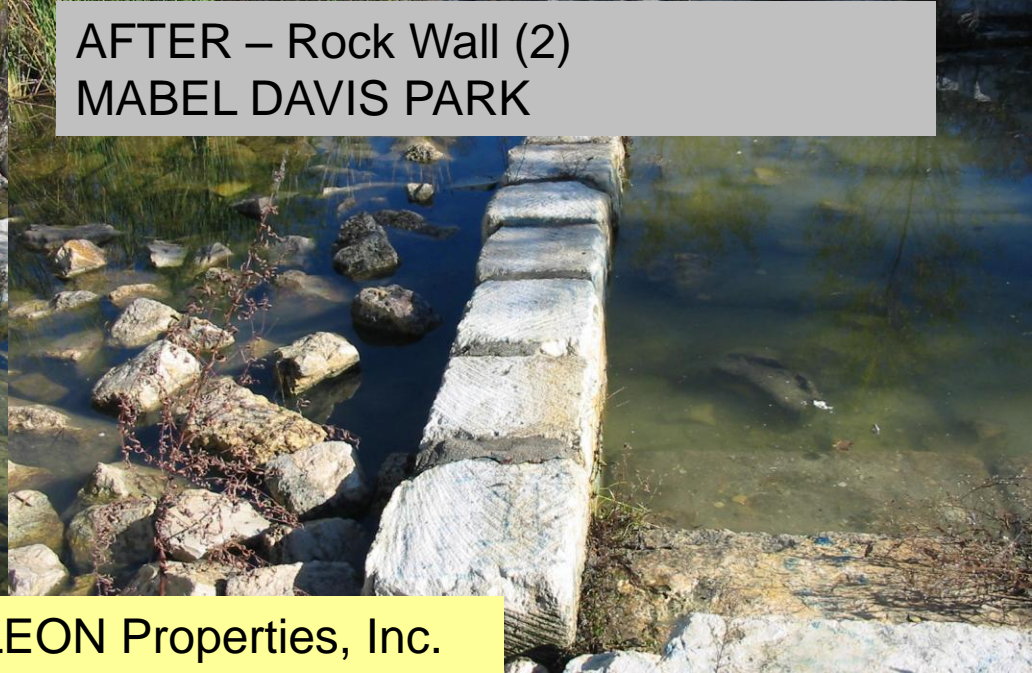
AFTER – Rock Wall
MABEL DAVIS PARK



BEFORE – Rock Wall (2)
MABEL DAVIS PARK



AFTER – Rock Wall (2)
MABEL DAVIS PARK



Contractor/Vendor: ALEON Properties, Inc.

BEFORE – Vending Area/Pool
MABEL DAVIS PARK



AFTER – Vending Area/Pool
MABEL DAVIS PARK



BEFORE – Pump House/Pool
MABEL DAVIS PARK



AFTER – Pump House/Pool
MABEL DAVIS PARK



Contractor/Vendor: ALEON Properties, Inc.

BEFORE – Back Wall

MABEL DAVIS PARK



AFTER – Back Wall
MABEL DAVIS PARK



Contractor/Vendor: ALEON Properties, Inc.

BEFORE – Playscape (1)
MABEL DAVIS PARK



AFTER – Playscape (1)
MABEL DAVIS PARK



BEFORE – Playscape (2)
MABEL DAVIS PARK



AFTER – Playscape (2)
MABEL DAVIS PARK



Contractor/Vendor: ALEON Properties, Inc.

BEFORE – Skate Park Sign

MABEL DAVIS PARK



AFTER – Skate Park Sign

MABEL DAVIS PARK



BEFORE – Water Fountain

MABEL DAVIS PARK



AFTER – Water Fountain

MABEL DAVIS PARK



Contractor/Vendor:
ALEON Properties, Inc.

BEFORE – Wall
MARY MOORE SEARIGHT PARK



AFTER – Wall
MARY MOORE SEARIGHT PARK



Contractor/Vendor: ALEON Properties, Inc.

BEFORE – Wall (1)
MUNICIPAL BLDG. (8TH ST.)



AFTER – Wall (1)
MUNICIPAL BLDG. (8TH ST.)



BEFORE – Wall (2)
MUNICIPAL BLDG. (8th ST.)



AFTER – Wall (2)
MUNICIPAL BLDG. (8th ST.)



Contractor/Vendor: ALEON Properties, Inc.

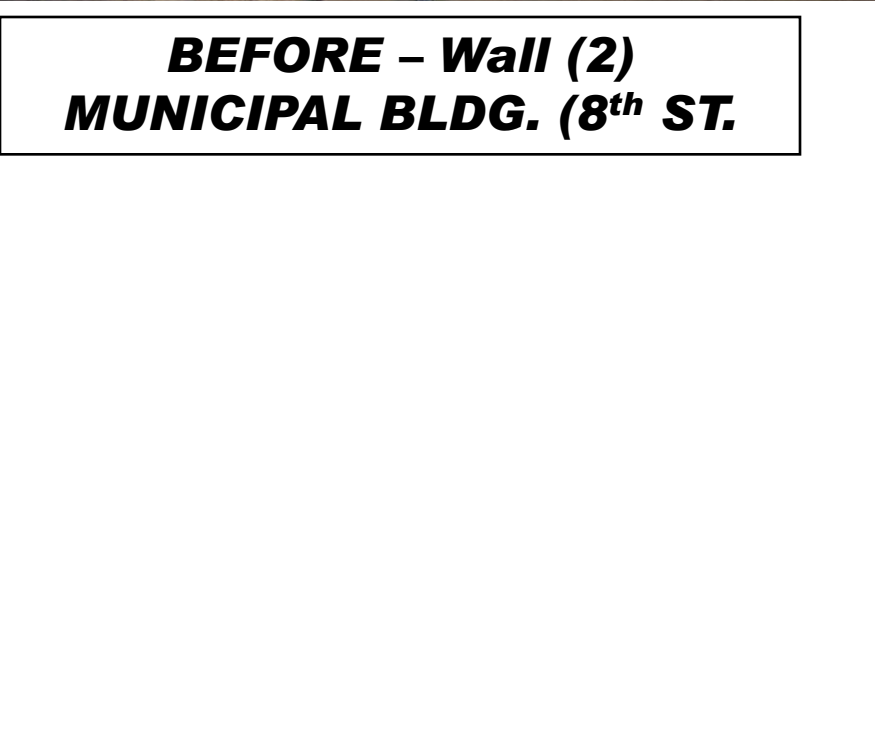
BEFORE – Wall (1)
MUNICIPAL BLDG. (8TH ST.)



AFTER – Wall (1)
MUNICIPAL BLDG. (8TH ST.)



BEFORE – Wall (2)
MUNICIPAL BLDG. (8th ST.)



AFTER – Wall (2)
MUNICIPAL BLDG. (8th ST.)



Contractor/Vendor: ALEON Properties, Inc.

BEFORE - MUNICIPAL BLDG.



AFTER - MUNICIPAL BLDG.



ATTACHEMENT C – EXPERIENCE

Contractor/Vendor: ALEON Properties, Inc.

BEFORE – Wall & Doors (Concession)
ROY GUERRERO PARK



AFTER – Wall & Doors (Concession)
ROY GUERRERO PARK



Contractor/Vendor: ALEON Properties, Inc.

BEFORE – Stone Pillar (Concession)
ROY GUERRERO PARK



AFTER – Stone Pillar (Concession)
ROY GUERRERO PARK



Contractor/Vendor: ALEON Properties, Inc.

BEFORE – Park Sign
ROY GUERRERO PARK



AFTER – Park Sign
ROY GUERRERO PARK



Contractor/Vendor: ALEON Properties, Inc.

**BEFORE – Building/Exterior Bathrooms
GOVALLE PARK**



**AFTER – Building/Exterior Bathrooms
GOVALLE PARK**



Contractor/Vendor: ALEON Properties, Inc.

**BEFORE – Wall
ZILKER PARK**



**AFTER – Wall
ZILKER PARK**



**BEFORE – Bridge
ZILKER PARK**



**AFTER – Bridge
ZILKER PARK**



Contractor/Vendor: ALEON Properties, Inc.

BID SHEET – GRAFFITI REMOVAL

SOLICITATION NO. IFB PAX0069

REQUISITION NO. 15092900536

**ATTACHMENT B – CONTINUED - Equipment and Chemicals Inventory List Information -
EXPERIENCE, CERTIFICATIONS, RECOGNITION, BEST PRACTICES, AND GRAFFITI
REMOVAL “BEFORE” AND “AFTER” PICTURES**

OWNER: CITY OF AUSTIN

COMMODITY/SERVICE DESCRIPTION: Graffiti Removal Services

BID DUE PRIOR TO: 12/16/2015 – 2:00 P.M. (CST)

VENDOR/CONTRACTOR: ALEON Properties, Inc. (API)

ATTACHMENT B – CONTINUED: EXPERIENCE AND CERTIFICATIONS

Our services of Graffiti Removal and Power Washing are the primary focus and area of interest for this specific bid, *Solicitation No. IFB PAX0069*. In order to demonstrate as well as illustrate ALEON Properties, Inc.’s (API) experience in the field of safe and environmentally responsible graffiti removal methods, as well as firmly establish that our company overall (i.e. pricing, chemical and equipment, company experience, education, etc.) is the BEST VALUE Vendor/Contractor to successfully satisfy the Graffiti Removal Services needs for the City of Austin. The information and documents are as follows and are attached to the bid package:

1. Company Description (includes history – Start Date & Incorporation)
2. Company Services (Focus on Graffiti Removal and Power Washing)
3. Company Team Experience/Education (CEO’s Resume, List of Experience for Staff)
4. List of Certifications
5. List of Membership Associations
6. List of Volunteerism
7. Maintenance Portfolio (Pictures of “BEFORE” and “AFTER” Graffiti Removal Services with brief explanations of methods)
8. “Best Practices” Used by ALEON Properties, Inc. along with other supporting documentation as useful and important resource references.
9. Conclusion

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BID SHEET – GRAFFITI REMOVAL

SOLICIATION NO. IFB PAX0069

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**ATTACHMENT B – CONTINUED - Equipment and Chemicals Inventory List Information -
EXPERIENCE, CERTIFICATIONS, RECOGNITION, BEST PRACTICES, AND GRAFFITI
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OWNER: CITY OF AUSTIN

COMMODITY/SERVICE DESCRIPTION: Graffiti Removal Services

BID DUE PRIOR TO: 12/16/2015 – 2:00 P.M. (CST)

VENDOR/CONTRACTOR: ALEON Properties, Inc. (API)

1. Company Description (includes History – Start Date & Incorporation)

ALEON Properties, Inc. (API), established in 2000 and incorporated in 2003, is a full service general contractor, construction services, training and safety inspection company with over 40 years cumulative team experience in remodeling, renovation, restoration, and new construction of residential and commercial properties. ALEON Properties, Inc. (www.aleonpropertiesinc.com)

2. Company Services (Focus on Graffiti Removal and Power Washing)

Our array of services include some the following:

EXTERIOR – API has provided graffiti removal and power washing services to all parks, recreation centers, bridges, historic and municipal buildings, museums within the jurisdiction of the city of Austin,

- - **Graffiti Removal** - Have performed these services throughout history of the company, and increased these services over the last six (6) years for the City of Austin
- - **Power Washing** - Have performed these services throughout history of the company, with increased services last six (6) years for the City of Austin as well as clients with Site Clean-Up service requests and property owners (residential and commercial) to remove vandalism markings and defacement, dirt and other environmental build-up for their respective properties.
- - Site Clean-Up
- - Emergency Boarding

INTERIOR

BID SHEET – GRAFFITI REMOVAL

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VENDOR/CONTRACTOR: ALEON Properties, Inc. (API)

- - Drywall (Installation & Repair)
 - - Painting (Interior & Exterior)
 - - Flooring - Tile and Wood installation and/or restoration
 - - Framing (Wood and Metal Stud)
-
- **TRAINING SERVICES** – API is an EPA Approved and Accredited LEAD Based Paint Safety Practices: API has trained and certified approximately 500 contractors throughout the State of Texas and other states as EPA Lead Renovators(Certified). These services are in direct aligned with the SUSTAINABILITY proving API’s initiatives and services that demonstrate innovative services that contribute to reducing the adverse impact of products such as lead-based paint on the natural environment and the overall community, neighborhood, city and state. These training services directly contribute to eliminating or reducing toxics/toxins that create hazards to workers, citizens, wildlife, and the environment.
-
- 3. OSHA SAFETY SERVICES: API has a stellar Safety Records, no OSHA Recordables, no Loss Time Accident, EMR: 1**
API provides OSHA Safety Inspections to ensure that all OSHA safety standards are in compliance on its projects and other clients that hire API to provide safety inspections.
-
- 4. Company Management/Team Experience/Education (CEO’s Resume, List of Experience for Team/Staff and Consultants)**

See Next – Attachment A – CEO Resume (includes Education)
Attachment B – Staff – List of Experience

BID SHEET – GRAFFITI REMOVAL

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Continuing Education

- **TRAINING:** ALEON Properties, Inc. conducts regular safety and other training that includes updated information (i.e. new environmentally safe products and removal methods) sessions with staff
- Austin Energy – Green by Design Workshop for Professionals (Feb. 2009 – Certificate of Completion)

5. List of Certifications

- Certified and Registered Vendor, City of Austin
- Austin Green Leader (Silver), City of Austin



-
- MBE (Expiration – Sep. 2017)
- WBE (Expiration – Sep. 2017)
- HUB (Expiration – Sep. 2017)
- Certified and Registered Vendor/Contractor, City of Galveston
- Veteran – Owned (Federal, Expiration – N/A)
- Weatherization Certification – Austin Energy/City of Austin
- Building Analyst Professional Certification
- Home Performance Energy Star® Certified Vendor – Austin Energy

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6. Awards

- 2015 Blue Ribbon Small Business Award Winner, U.S. Chamber of Commerce, SAM’s Club DREAM BIG Award
- 2015 Emerging Leaders USA, ALEON Properties, Inc., U.S. Small Business Administration
- 2015 Excellence in Veteran Engagement Award, ALEON Properties, Inc. (API), Office of the Governor, Greg Abbott, State of Texas
- 2015 Business Innovation Award, PeopleFund
- 2015 Military Woman of the Year Finalist, Extraordinary Women Awards, Texas Women in Business
- 2015 Enterprising Woman of the Year Award, Enterprising Women Magazine
- Profiles in Power – Women of Influence Finalist 2014, Austin Business Journal
- Woman Vetrepreneur of the Year 2014, nationwide completion of the National Association of Veteran Owned Businesses, the 1st time in the history of the organization of recognizing Women Veteran Owned businesses
- SMALL BUSINSS OF THE YEAR 2014, Greater Austin Black Chamber of Commerce
- Awardee of the Count Me In, Women Veteran Entrepreneur Corp Business Accelerator Program sponsored by Capitol One , April 2013

7. List of Membership Associations

- Texas Exes Lifetime Member
- LBJ School, University of Texas at Austin, Austin Alumni Association
- NAWBO (National Association of Women Business Owners)
- NAFE (National Association of Female Executives)
- NARI (National Association of the Remodeling Industry)
- NAHB (National Association of Home Builders)
- Galveston Area Builders and Remodelers Association

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8. List of Volunteerism

- Board of Directors, Board Member, Green Doors (YR2013 – YR2014)
- Building Committee Member, Austin Habitat for Humanity, New ReStore (YR 2014 – YR2015)
- Executive Advisory Board Member, Enterprising Women Magazine
- Big Brothers – Big Sisters of America
- Austin Parks Foundation
- PeopleFund – Supporter & Client

9. Maintenance Portfolio (Pictures of “BEFORE” and “AFTER” Graffiti Removal Services with brief explanations of the environmentally responsible methods used for graffiti removal.

See Next – **Attachment - Parque Zaragoza** (Complimentary Note – Requestor)

Attachment – Mabel Davis Park

Attachment – Mary Moore Searight Park (Environmental Care – Safely Captured Run-off, Creek Bed and Soil remained environmentally safe)

Attachment – Municipal Building (Historic Building, Limestone and Decorative Stone, Took Extra Pre-Caution to determine stone, test product, allowed ample time to remove to maintain natural integrity of the historic stone – very successful removal)

Attachment – Roy Guerrero Park (Took Extra Pre-Caution to ensure that substrate WAS NOT etched, test product, allowed ample time and applied appropriate press to remove to maintain natural integrity of the historic stone – very successful removal)

Attachment – Govalle Park

Attachment – Zilker Park (Always remained cognizant of environmental concerns and communicated with Project Manager if there was any indication that environmental issues may arise from completing graffiti removal near or over water or any other environmentally sensitive

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area to receive permission to move forward or to not proceed and allow City of Austin to address.)

8. “Best Practices Graffiti Removal Methods” Used by ALEON Properties, Inc.

Successful graffiti removal from historic masonry depends on achieving a balance between breaking the bond between the graffiti and the masonry surface without damaging the masonry. This generally requires knowledge both of the materials used to make the graffiti and the masonry on which the graffiti has been executed, as well as knowledge of cleaning methods and materials. Without this, masonry surfaces can be badly disfigured or damaged during graffiti removal. The ability to identify the graffiti material is an important step in successful removal.

The two primary components contained in most graffiti materials--pigment or dye, and binder--may simply remain on the masonry surface, or penetrate into the masonry to varying depths depending on a number of factors, including the surface tension of the substrate and viscosity of the solvent or vehicle. Thus, even the total removal of the pigment or the binder may leave residues of the other component actually in, or below, the surface of the stone. Residual stains, or graffiti "ghosts," such as those from any kind of red paint or the fine black pigments used in spray paints, may be particularly difficult to remove. With painted graffiti it is helpful to establish how long it has been on the surface.

The historic masonry substrate must also be identified. After identifying the masonry, its condition, including fragility, porosity and permeability, must also be assessed prior to beginning graffiti removal. For example, a smooth, newly-polished granite surface is comparatively easy to clean because it is relatively impermeable and paint vehicles tend to stay on the surface rather than penetrate into microscopic pores. A very smooth, polished surface also has no pits or crevices that will retain particles of pigment or binder. In contrast, weathered marble or limestone may be extremely porous and permeable, with a rough surface on which particles of pigment can easily lodge. The fragility of such a surface can make it impossible to clean the surface even with a bristle brush without risking severe surface loss. A difference in surface texture or finish may also be the reason that a particular cleaning agent will work in one situation but not another. Before selecting a removal method, all cleaning materials and techniques for removing graffiti from a historic masonry building should be tested on mock-ups or areas of the resource that are not highly visible, but which are representative of typical conditions.¹

Useful Resource Links:

- SEI Chemical – Anti-Graffiti Coating (Environmentally Friendly) (www.seichemical.com/products/GPA-proofer_anti_stick.html)

¹ National Park Service, Technical Preservation Services, U. S. Department of Interior,
<http://www.nps.gov/history/hps/tps/briefs/brief38.htm>

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- City and County of San Francisco – Legislative Analyst Report, Re: Municipal Anti-Graffiti Program, www.sfgov.org/legislative_analyst (See October 23, 2007 Report Attached, **Attachment C**)

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10. Conclusion

ALEON Properties, Inc. is committed to providing excellent graffiti removal services and customer service to its clients. To ensure that happens consistently and we sustain reliability in our services we make sure to stay abreast of the leading methods and environmentally friendly/conscious products and methods that are available in the marketplace.

According to an *Austin Police Department News* press release, dated May 15, 2008 states, “It’s estimated that the total property damage cost of graffiti in Austin exceeds a half million dollars a year.”² (see Footnote) In addition, we are keenly aware of all the city’s police efforts to address and eventually eradicate the graffiti removal problems by training 60 other detectives to address the graffiti problems in their respective areas. Furthermore, HB3342 in the House Committee would make a third graffiti offense a felony.

We believe that our entire bid package, most importantly the information and supporting documentation listed in ATTACHMENT B - CONTINUED, EXPERIENCE AND CERTIFICATIONS, firmly demonstrates our company’s established capability and capacity to be deemed as the BEST VALUE vendor/contractor for this service request. Moreover, our company goes above and beyond the scope of work to ensure that our client (i.e. City of Austin) receive superior graffiti removal services, first-rate customer service and attention to detail on methods and products used as well as staying abreast of the legislation that affects this industry. Our overall package has the goal of:

- Reducing city costs
- Maintaining optimum graffiti removal services
- Using products and methods that are safe and environmentally responsible
- Assist with graffiti reporting, if possible
- Provide useful and relevant updates and recommendations to the city to compliment the city’s efforts to mitigate and gradually eradicate the graffiti problems throughout the city
- Conserve natural resources including water, energy and raw materials throughout the product lifecycle
- Minimize environmental impacts such as water and air pollution
- Eliminate or reduce toxics/toxins that create hazards to workers, citizens, wildlife, and the environment
- Support up-cycling and recycling efforts as well as utilize products with high recycled content
- Reduce environmental impacts to your organization’s production and distribution systems
- Support worker health, safety, and fair wages
- Considering total cost of ownership during the product’s useful life, including operation, supplies, maintenance, and disposal cost

² APD News, May 15, 2008, Public Information Office, (512) 974-5017, www.ci.austin.tx.us/police

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ATTACHMENT B – CONTINUED - Equipment and Chemicals Inventory List Information - EXPERIENCE, CERTIFICATIONS, RECOGNITION, BEST PRACTICES

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- STANDARD PURCHASE TERMS AND CONDITIONS
- EQUAL EMPLOYMENT/FAIR HOUSING OFFICE NON-DISCRIMINATION CERTIFICATION
- STANDARD PURCHASE DEFINITIONS
- SOLICITATION INSTRUCTIONS
- ATTACHMENT A – RPN GRAFFITI REPORT
- TAGINATOR® - MSDS
- TAGAWAY ® - MSDS
- SOYSOLV Graffiti Remover – MSDS
- Klean Strip Odorless Mineral Spirits - MSDS



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Sai Xoomsai Purcell, Senior Buyer Specialist
DATE: October 23, 2015

SUBJECT: Request for Determination of Goals for Solicitation No. IFB PAX0069

Project Name: Graffiti Removal Services

Commodity

Code(s): 96842

Estimated Value: \$130,000 per year (six years total)

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation:

The purpose of this Invitation for Bid (IFB) is to solicit bids for graffiti Removal Services. Contractor agrees to furnish all labor, supervision, equipment, materials, safety training, and transportation necessary to provide graffiti removal services to the City.

The Departmental Point of Contact is: Mark Northcutt at Phone: (512) 974-3972

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-974-3058

☐ Approved w/ Goals

☒ Approved, w/out Goals

Recommend the use of the following goals based on the below reasons:

a. Goals: _____% MBE _____% WBE

b. Subgoals _____% African American _____% Hispanic

_____% Native/Asian American _____% WBE

This determination is based on the following reasons: _____

- There are no subcontracting opportunities & limited availability.

Quon

Date: 10-30-15

Veronica Lara, Director

cc: Lorena Resendiz